Kaiser Permanente Health Plan
Contract Printing Instruction Sheet

Contract : 34936-1.42

Group Size : L

Contract Type: HPREN

Document Release Type: FULL

Date : 05/20/2008

Region: NCR

PURCHASER	1	LISA HOAAS SR. RISK ANALYST EL DORADO COUNTY
05/20/2008		330 FAIR LN PLACERVILLE, CA 95667-4103
BROKER	1	LESLIE CLAIRE COVELLA
05/06/2008		8880 CAL CENTER DR STE 450 SACRAMENTO, CA 95826-3228

KAISER PERMANENTE®

May 5, 2008

LISA HOAAS, SR. RISK ANALYST
EL DORADO COUNTY
330 FAIR LN
PLACERVILLE, CA 95667-4103

Re: Renewed *Group Agreement* for Group ID # 34936
Renewal effective date: 07/01/2008

Dear LISA HOAAS:

We value the ongoing relationship you have with us and we thank you for the opportunity to continue to serve as your Group's health plan.

We have enclosed the new *Group Agreement* between EL DORADO COUNTY and Kaiser Foundation Health Plan, Inc., for the contract period July 1, 2008, through June 30, 2009. Please refer to the enclosed 2008 *Group Agreement Summary of Changes and Clarifications* for a summary of the most important changes and clarifications.

Please review these documents carefully and keep the *Agreement* for your records. Also, please sign and mail the enclosed *Agreement* Signature Page in the envelope provided. If your Group does not wish to renew the *Agreement*, you must give us 15 days advance written notice in accord with the "Termination on Notice" in the "Termination of Agreement" section of your Group's *Agreement*.

Note: If your agreement for the following product(s) has been revised, the carrier will notify you under separate cover: PMI Dental Health Plan.

If you have any questions or need enrollment material for your employees, please contact your Health Plan account manager Trey Naron at (916) 614-5606. Thank you again for continuing to offer Kaiser Permanente as a quality health care plan for your employees.

Sincerely,

Jerry Fleming
Senior Vice President and Health Plan Manager

cc: LESLIE CLAIRE COVELLA
mr 30758-mr

Agreement Signature Page

Acceptance of *Agreement*

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, its health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of small claims court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage and Medicare Cost Members
- If the Member's Group must comply with the Employee Retirement Income Security Act (ERISA) requirements, the claim is a benefit-related request that constitutes a "benefit claim" in section 502(a)(1)(B) of ERISA. Note: Benefit claims under this Section of ERISA are excluded from this binding arbitration requirement only until such time as the United States Department of Labor regulation prohibiting mandatory binding arbitration of this category of claim (29 CFR 2560.503-1(c)(4)) is modified, amended, repealed, superseded, or otherwise found to be invalid. If this occurs, these claims will automatically become subject to mandatory binding arbitration without further notice

Signatures

EL DORADO COUNTY

Authorized Group officer signature

Please print your name and title

Date signed

Kaiser Foundation Health Plan, Inc.
Northern California Region

Jerry Fleming
Authorized officer
Senior Vice President and Health Plan Manager

Executed in San Diego, CA effective 7/1/08
Date: 5/5/08

Please sign and mail us this copy of the *Agreement* Signature Page in the enclosed business-reply envelope to our California Service Center at P.O. Box 23448, San Diego, CA 92193-3448.

2008 *Group Agreement* Summary of Changes and Clarifications

The following is a summary of changes and clarifications that we have made to the 2008 *Group Agreement*, including the *Evidence of Coverage (EOC)* documents. This summary does not include any changes we have made at your Group's request. Please refer to the "Premiums" section in the *Group Agreement* for the Premiums that are effective on your Group's renewal anniversary date.

Unless otherwise indicated, the changes will be effective on your Group's renewal anniversary date and apply to each type of coverage purchased by your Group. Please read the *Agreement* for the complete text of these changes.

Changes to the Group *Agreement*, including the *EOC*

Application incorporated by reference

We have specified that the group application form is incorporated into the Agreement *by reference.*

Bariatric surgery

Bariatric Surgery will no longer be subject to prior authorization (prior authorization means that the Medical Group must approve the services in advance for the services to be covered.)

Billing fee

We will no longer add the $13.50 billing fee for all Members if we agree to bill Members for Cost Sharing. We previously charged the fee for non-Medicare members. We made this change for ease of administration.

Conversion

Conversion to one of our individual plans may not be available to Medicare Members if your Group's Agreement is terminated.

Disabled dependent

In response to the amendment of Section 1373 of the California Health and Safety Code by AB 910, we have revised the eligibility criteria for enrollment as a disabled dependent. *Dependents who meet the Dependent eligibility requirements as described in the* EOC *except for the age limit, may be eligible as a disabled dependent if they meet all the following requirements:*

- *they are incapable of self-sustaining employment because of a physically or mentally disabling injury, illness, or condition that occurred prior to reaching the age limit for Dependents*
- *they receive 50 percent or more of their support and maintenance from you or your Spouse*
- *you give us proof of their incapacity and dependency within 60 days after we request it*

Durable medical equipment (DME)

For *EOC*s that do not include supplemental DME coverage, *we will now cover quad canes, forearm crutches, and dry pressure pads for a mattress*. Previously these DME items were not covered for non-Medicare *EOC*s that did not include supplemental DME coverage. Also, if your Group's coverage includes DME calendar year benefit limits, then these three items do not count towards those limits.

Home health care

We are revising the description of coverage for home health care in non-Medicare EOC*s to clarify that we cover up to two hours per visit for visits by a nurse, medical social worker, or physical, occupational, or speech therapist and four hours per visit for visits by a home health aide.* If a visit by a nurse, medical social worker, or physical, occupational, or speech therapist lasts longer than two hours, then each additional increment of two hours counts as a separate visit. If a visit by a home health aide lasts longer than four hours, then each additional increment of four hours counts as a separate visit. Note:

Home health aide Services are not covered unless the Member is also getting care from a nurse, physical therapist, or speech therapist that only a licensed provider can provide.

Medicare Part D outpatient prescription drug coverage

Effective January 1, 2008, Medicare Part D drug coverage for the Kaiser Permanente Senior Advantage with Part D plan is changing as follows:

- *Long term care pharmacies may reduce the day supply dispense to a 31-day supply in any 31-day period*
- *In 2007, many home infusion drugs were covered under Part D. In 2008, certain home infusion drugs will be covered under the medical benefit at no charge.*
- *The amount of the catastrophic coverage level is increasing from $3,850 to $4,050 per calendar year*

Prosthetic and orthotic (P&O) devices and ostomy and urological supplies

In response to the amendment of Section 1367.18 of the California Health and Safety Code by AB 2012, *Cost Sharing for P&O devices and ostomy and urological supplies for all non-Medicare Members will be no charge effective July 1, 2007.* Previously, P&O devices and ostomy and urological supplies were covered at a Coinsurance in some non-Medicare *EOC*s. This change also applies to your Group's Medicare *EOC*s, except for Kaiser Permanente Senior Advantage, effective upon your Group's renewal anniversary date.

Also, all EOC*s will now include coverage for prostheses to replace all or part of an external facial body part (for example, an ear, eye, or nose) that has been removed or impaired as a result of disease, injury, or congenital defect for all Members.* Previously, external facial prostheses other than eye prostheses were not covered for non-Medicare Members with base P&O coverage. We made this change because the Medical Group recommended that we cover these prostheses for all Members. We have revised the cosmetic Services exclusion to indicate that the exclusion does not apply to covered facial prostheses. Note: If you have base P&O coverage, we no longer call out coverage for eye prostheses because these items are now covered as external facial prostheses.

Retinal photography screening

We will now cover preventive retinal photography screening at no charge for all Members, not subject to any applicable Deductible. Retinal photography screening is a routine eye test that documents the health of the optic nerve, vitreous, macula, and retina and its blood vessels. Previously, retinal photography screenings were covered at the Cost Sharing that applied to diagnostic procedures other than imaging or laboratory services, after any applicable Deductible had been met. We made this change because the Medical Group recommended that we cover these Services at no charge for all Members.

Service Area

The definition of "Service Area" in Medicare *EOC*s has been revised to no longer exclude the community of Knoxville, CA 94567 (Napa County).

Services not approved by the FDA

We have added a general exclusion relating to Services not approved by the FDA such as drugs, supplements, tests, vaccines, devices, radioactive materials and other Services that by law require federal Food and Drug Administration (FDA) approval in order to be sold in the United States but are not approved by the FDA. This exclusion applies to Services provided anywhere, even outside the United States. This exclusion does not apply to the following:

- Services covered under the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section that are received outside of the U.S. (for Medicare EOCs U.S. and its territories)
- For non-Medicare and Medicare Cost EOCs, Services covered under "Services Associated with Clinical Trials" in the "Benefits and Cost Sharing" section
- For non-Medicare EOCs, experimental or investigational Services when an investigational application has been filed with the FDA, and the manufacturer or other source makes the Services available to you or Kaiser Permanente through an FDA-authorized procedure, except that we do not cover Services that are customarily provided by research sponsors free of charge to enrollees in a clinical trial or other investigational treatment protocol. Please refer to the "Dispute Resolution" section for information about Independent Medical Review related to denied requests for experimental or investigational Services

Clarifications to the *Group Agreement*, including the *EOC*

Annual out-of-pocket maximum and deductible

For *EOC*s that include an annual out-of-pocket maximum or deductible amount for any one Member in a Family Unit of two or more Members, we will now list the per-Member amount (which is the same as the amount for a single subscriber) separately from the single Subscriber amount for clarity. The annual out-of-pocket maximum and Deductible amount for any one Member in a Family Unit of two or more Members is the same as the annual out of pocket maximum and Deductible amount for a single Subscriber.

Also, for *EOC*s that include an annual out-of-pocket maximum or deductible amount for any Member in a Family Unit of two or more Members, we will explain that a Member in a Family Unit of two or more Members reaches the annual out-of-pocket maximum or deductible amount either when he or she meet the amount for any one Member, or when the Family Unit reaches the Family Unit amount.

Binding arbitration

We have clarified that Member Parties in a claim for binding arbitration include a Member's relative.

Cal-COBRA

We have added information about how Cal-COBRA coverage may change and how Members can find out about changes in coverage or Premiums.

Chemical dependency Services

We are revising the description of outpatient chemical dependency Services to clarify that each day in a day-treatment program or intensive outpatient program counts as one chemical dependency visit. Also, we are clarifying that methadone maintenance for pregnant Members during pregnancy is covered at no charge subject to any applicable Deductible.

Completion of Services

A Member's enrollment with us must end the prior plan's coverage of a Non–Plan Provider's services in order for a Member to be eligible for completion of services coverage.

Coordination of benefits

The coordination of benefits provision applies to both medical and dental coverage. We have also deleted the reference to Coordination of Benefits in the benefit matrix in the beginning of non-Medicare *EOC*s because all groups are subject to Coordination of Benefits.

Cost Sharing

A Member may be required to pay separate Cost Sharing amounts when he or she receives Services from more than one provider or more than one Service from a provider during a visit.

Coverage rule

The only services that are covered under the *EOC* are the ones that the *EOC* says are covered. Exclusions are exceptions from services that would otherwise be covered. Exclusions that apply to all benefits are described in the "Exclusions" section while exclusions that apply only to a particular benefit are described in the "Benefits and Cost Sharing" section.

Definition of Group

We have clarified that a "Group" is the entity with which Health Plan has entered into the *Agreement* in the "Introduction" section of the *EOC*. We have also added a definition of "Group" to the "Definitions" section of the *EOC*.

Definition of Medicare

We have revised the definition of "Medicare" for clarity.

DME

When an *EOC* includes supplemental DME coverage, DME items for diabetes are now listed under the subheading "DME items for diabetes." When an *EOC* does not include supplemental DME coverage, we have deleted the note about coverage

for DME items for diabetes because these items are already in the list of covered DME items. Also, when an *EOC* does not include supplemental DME coverage, we have revised the description of DME coverage in the benefit summary in the beginning of the *EOC* to clarify that only the DME items listed in the "Benefits and Cost Sharing" section are covered.

Durable medical equipment for home use outside the service area

In non-Medicare *EOC*s, we have clarified coverage for durable medical equipment (DME) for members who live outside our service area. We cover the following DME items for members who live outside our service area when the item is dispensed at a Plan facility:

- Standard curved handle cane
- Standard crutches
- For diabetes blood testing, blood glucose monitors and their supplies (such as blood glucose monitor test strips, lancets, and lancet devices) from a Plan Pharmacy
- Insulin pumps and supplies to operate the pump (but not including insulin or any other drugs), after completion of training and education on the use of the pump
- Nebulizers and their supplies for the treatment of pediatric asthma
- Peak flow meters from a Plan Pharmacy

Drug deductible

The amount specified for any drug Deductible is the amount of Charges each Member in the Family Unit must pay in a calendar year before most brand-name drugs are covered at the Cost Sharing indicated in the *EOC*.

Eligible employee

In the "Contribution and Participation Requirements" section of the *Agreement*, we have clarified that the amount of employees cited is for "eligible" employees. Group must ensure that the number of Subscribers enrolled under the *Agreement* does not fall below the greater of five employees or five percent of the total number of "eligible" employees.

Formulary guidelines

Administered drugs covered under "Outpatient Care" and inpatient drugs covered under "Hospital Inpatient Care" are covered when prescribed in accord with drug formulary guidelines. Plan Physicians use our drug formulary guidelines regardless of the setting in which drugs are ordered or prescribed.

Health Savings Account

If your Group has a deductible plan with an HSA option , we have clarified that a person is not eligible for a health savings account if he or she is able to be claimed as a dependent on another person's tax return, for consistency with U.S. Treasury Department rules.

House calls

House calls are covered when provided by a Plan physician or a Plan Provider who is a registered nurse.

Hospice care

DME for Members receiving covered hospice care is covered under the "Hospice Care" section and not the "Durable Medical Equipment" section. Similarly, palliative drugs for Members receiving covered hospice care are covered under the "Hospice Care" section.

HPV screening

Cervical cancer screening includes screening for HPV. We cover these laboratory tests when they are determined by a Plan Physician to be Medically Necessary.

Identification card

Members should bring a photo ID when getting care. Plan Providers ask for photo identification to help ensure that a Member's identity is verified when he or she receives Services.

Infertility Services

When infertility Services are subject to a Deductible or are covered at a Coinsurance, we may require Members to pay initial and subsequent deposits toward the Cost Sharing for some or the entire course of Services, along with any past-due infertility-related Cost Sharing. When a deposit is not required, before a Member can schedule an infertility procedure that is subject to a Deductible, the Member must pay the Cost Sharing for the procedure, along with any past-due infertility-related Cost Sharing.

Late enrollment penalty

We have clarified that the Medicare Part D late enrollment penalty does not apply until a beneficiary enrolls in Medicare. The late enrollment penalty may not apply if a Member qualifies for the low income subsidy.

Outpatient drugs

In non-Medicare *EOC*s that do not include supplemental drug coverage, drugs that do not require a prescription by law are covered if the drug is listed on our drug formulary.

Permitted or Required by Law

To be more clear, we have made the following revisions:

- In the "Injuries or illnesses alleged to be caused by third parties" section , we have clarified that we have the option of becoming subrogated to all claims against a third party to the extent permitted or "required by law" (we previously said "permitted by law")
- In the "Binding Arbitration" section, we have clarified that the California Medical Injury Compensation Reform Act applies to any claims for professional negligence or any other claims as permitted or "required by law" (we previously said "permitted by law")
- In the "Termination of a Product" section, we have clarified that we may terminate a product as permitted or "required by law" (we previously said "permitted by law")

Premiums

We have revised the provision in the *Agreement* that explains how to calculate Premiums for clarity.

Preventive care Services

We have added a section called "Preventive Care Services" in the "Benefits and Cost Sharing" section of non-Medicare *EOC*s for clarity. Coverage for preventive services has not changed.

For deductible *EOC*s, we have clarified that only preventive eye and hearing exams are not subject to the deductible.

Public policy participation

We have added a disclosure of our public policy participation process in the "Miscellaneous Provisions" section of the *EOC*.

Retroactive membership changes

Your *Agreement* will now reflect your Group's timeframe for making retroactive membership changes. Previously, the *Agreement* did not state your Group's specific timeframe for making retroactive changes.

Second opinions

The list of examples of when a second opinion is Medically Necessary apply to both second opinions from Plan Physicians and to authorized referrals to Non–Plan Physicians for second opinions.

Semen and eggs

We have moved the exclusion for procurement or storage of semen or eggs, including semen or eggs donated by a Member from the "Infertility Services" benefits description to the general exclusions section. We have clarified that we do not cover procurement or storage of semen or eggs, including semen or eggs donated by a Member for future use.

Special enrollment

An employee who returns to work after having been called to active duty in the uniformed services can re-enroll without waiting for open enrollment.

Special footwear

If an *EOC* includes coverage for special footwear for foot disfigurement, special footwear is limited to custom-made footwear.

Vision Services

If an *EOC* includes coverage for eyeglasses, we have revised the description of coverage for eyeglasses to clarify that frames cannot be purchased without lenses.

If an *EOC* includes coverage for low vision devices, these devices are covered only when they provide a significant improvement in a Member's vision not obtainable with eyeglasses or contact lenses alone. Also, we have clarified that fitting and dispensing of the low vision devices is covered.

Enrollment Unit Chart

The chart below lists the products that your Group has purchased. It also describes how these products (called *contract options*) are organized into administrative groupings (called *enrollment units*) for the purposes of enrollment and billing. Please keep this document handy for future reference as the information it contains will be helpful when reporting membership changes and determining coverage.

***Contract option*:** A unique *contract option* name and number exists for each coverage option (product including benefits and eligibility) that you offer to your members. For example, if you offer the same benefits to all of your members, but have different eligibility rules for different segments of your membership, you will have a separate *contract option* for each coverage option. You will find an *Evidence of Coverage (EOC)* incorporated into the enclosed *Group Agreement* (as described in the "Introduction" section of the *Group Agreement*) if the *contract option* is a Kaiser Foundation Health Plan, Inc., product. Note: *Contract option* ID is the same number as *EOC* number.

Enrollment unit: An *enrollment unit* represents a grouping of *contract options* based on product offerings and billing requirements. If there are *contract options* only available to a specific segment of your member population, then there will be a distinct *enrollment unit* for that segment. If your membership population is billed separately, there will be a separate *enrollment unit* for each segment (or billing unit).

Contract name:	EL DORADO COUNTY
Purchaser ID:	34936
Contract:	1
Version:	42

The following are the *enrollment units* associated with this contract #1:

Enrollment unit number: 0 **Name:** EL DORADO COUNTY
Billing contact: TED CWIEK

Contract option ID/EOC #	Product/contract option names
1	Kaiser Permanente Senior Advantage with Part D / SENIOR ADVANTAGE
2	Kaiser Permanente Senior Advantage with Part D (MSP) / WORKING AGED
3	American Specialty Health Plans Chiropractic Plan / HMO CHIRO
5	Kaiser Permanente Traditional Plan / TRADITIONAL PLAN
6	PMI Dental Health Plan / DENTAL RISK

Enrollment unit number: 1 **Name:** EL DORADO COUNTY
Billing contact: TED CWIEK

Contract option ID/EOC #	Product/contract option names
1	Kaiser Permanente Senior Advantage with Part D / SENIOR ADVANTAGE
3	American Specialty Health Plans Chiropractic Plan / HMO CHIRO
5	Kaiser Permanente Traditional Plan / TRADITIONAL PLAN
6	PMI Dental Health Plan / DENTAL RISK

Enrollment unit number: 7000 **Name:** EL DORADO COUNTY / COBRA **Billing contact:** TED CWIEK	
Contract option ID/EOC #	**Product/contract option names**
1	Kaiser Permanente Senior Advantage with Part D / SENIOR ADVANTAGE
2	Kaiser Permanente Senior Advantage with Part D (MSP) / WORKING AGED
3	American Specialty Health Plans Chiropractic Plan / HMO CHIRO
5	Kaiser Permanente Traditional Plan / TRADITIONAL PLAN
6	PMI Dental Health Plan / DENTAL RISK

KAISER PERMANENTE®

Kaiser Foundation Health Plan, Inc.
Northern California Region

A nonprofit corporation

Group Agreement for
EL DORADO COUNTY

Purchaser ID: 34936 Contract: 1 Version: 42

July 1, 2008, through June 30, 2009

TABLE OF CONTENTS

Introduction

This Group Agreement (*Agreement*), including the *Evidence of Coverage* (*EOC*) document(s) listed below, the employer group application that Group submitted to Health Plan, and any amendments to any of them, all of which are incorporated into this *Agreement* by reference, constitute the contract between Kaiser Foundation Health Plan, Inc., (Health Plan) and EL DORADO COUNTY (Group). In this *Agreement,* some capitalized terms have special meaning; please see the "Definitions" section in the *Evidence of Coverage* document(s) for terms you should know. Pursuant to this *Agreement*, Health Plan will provide covered Services to Members in accord with the following *Evidence of Coverage* document(s):

Product name	**Contract option name**	***EOC #***
Kaiser Permanente Senior Advantage with Part D	Senior Advantage	1
Kaiser Permanente Senior Advantage with Part D (MSP)	Working Aged	2
American Specialty Health Plans Chiropractic Plan	HMO Chiro	3
Kaiser Permanente Traditional Plan	Traditional Plan	5

Term of *Agreement* and Renewal

Term of *Agreement*

Unless terminated as set forth in the "Termination of *Agreement*" section, this *Agreement* is effective from July 1, 2008, through June 30, 2009.

Renewal

This *Agreement* does not automatically renew. If Group complies with all of the terms of this *Agreement*, Health Plan will offer to renew the *Agreement*, upon 30 days prior written notice to Group, by doing one of the following:

- Sending Group a new *Group Agreement* to become effective immediately after termination of this *Agreement*
- Extending the term of this *Agreement* and making other changes pursuant to "Amendments Effective on July 1 (Anniversary Date)" in the "Amendment of *Agreement*" section
- Sending Group a renewal notice, which will include a summary of changes to this *Agreement* that will become effective immediately after termination of this *Agreement*. The new *Group Agreement* will incorporate the changes summarized in the renewal notice. Health Plan will send Group the new Group Agreement after Group confirms it wants to make additional changes or 60 days after Group's Anniversary Date, if Group does not confirm

If Group does not renew the *Agreement,* Group must give Health Plan written notice as described under "Termination on Notice" or "Termination due to Nonacceptance of Amendments" in the "Termination of *Agreement*" section.

Amendment of *Agreement*

Amendments Effective on July 1 (Anniversary Date)

Upon 30 days prior written notice to Group, Health Plan may extend the term of this *Agreement* and make other changes by amending this *Agreement* effective July 1 (the Anniversary Date).

Amendments Related to Government Approval

If Health Plan notified Group that Health Plan had not received all necessary governmental approvals related to this *Agreement*, Health Plan may amend this *Agreement* by giving written notice to Group after receiving all necessary governmental approvals. Any such government-approved provisions go into effect on July 1, 2008 (unless the government requires a later effective date).

Amendment Due to Medicare Changes

Health Plan contracts on a calendar year basis with the Centers for Medicare and Medicaid Services (CMS) to offer Kaiser Permanente Senior Advantage. Health Plan may amend this *Agreement* to change any Kaiser Permanente Senior Advantage *EOCs* and Premiums effective January 1, 2009 (unless the federal government requires or allows a different effective date). The amendment may include an increase or decrease in Premiums and benefits (including Member Cost Sharing and the Medicare Part D catastrophic coverage levels, if applicable). Health Plan will give Group written notice of any such amendment.

Amendment Due to Tax or Other Charges

If a government agency or other taxing authority imposes or increases a tax or other charge (other than a tax on or measured by net income) upon Health Plan or Plan Providers (or any of their activities), then upon 30 days prior written notice, Health Plan may increase Group's Premiums to include Group's share of the new or increased tax or charge. Group's share will be determined by dividing the number of Members enrolled through Group by the total number of members enrolled in the Northern California Region.

Other Amendments

Health Plan may amend this *Agreement* at any time by giving written notice to Group, in order to address any law or regulatory requirement, which may include an increase in Premiums to reflect an increase in costs to Health Plan or Plan Providers (Health Plan will give Group 30 days prior written notice of any such increase in Premiums).

Acceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance within 15 days after the date of Health Plan's amendment notice, in which case this *Agreement* will terminate pursuant to "Termination due to Nonacceptance of Amendments" in the "Termination of *Agreement*" section.

Termination of *Agreement*

This *Agreement* will terminate under any of the conditions listed below. All rights to benefits under this *Agreement* end on the termination date, except as expressly provided in the "Termination of Membership" or "Continuation of Membership" sections of an *Evidence of Coverage*. The termination date is the first day when this *Agreement* is no longer in effect (for example, if the termination date is January 1, 2008, the last minute this *Agreement* was in effect was at 11:59 p.m. on December 31, 2007).

If Health Plan terminates this *Agreement*, Health Plan will give Group written notice. Within five business days of receipt, Group will mail to each Subscriber a legible copy of the notice and will give Health Plan proof of that mailing and of the date thereof.

Termination on Notice

Group may terminate this *Agreement* effective July 1 (the Anniversary Date) by giving at least 15 days prior written notice to Health Plan and remitting all amounts payable relating to this *Agreement*, including Premiums, for the period prior to the termination date.

Termination Due to Nonacceptance of Amendments

All amendments are deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance within 15 days after the date of Health Plan's amendment notice and remits all amounts payable related to this *Agreement*, including Premiums, for the period prior to the amendment effective date. This *Agreement* will terminate the day before the effective date of the amendment.

Termination for Nonpayment

If Group fails to make any past-due payment within 15 days after Health Plan's initial written notice to Group of the amount payable, Health Plan may terminate this *Agreement* immediately by giving written notice to Group, and Group is liable for all unpaid Premiums up to the termination date.

Termination for Fraud or Intentionally Furnishing Incorrect or Incomplete Information

Health Plan may terminate this *Agreement* upon 15 days prior written notice to Group, if Group commits fraud or intentionally furnishes incorrect or incomplete material information to Health Plan.

Termination for Violation of Contribution or Participation Requirements

Health Plan may terminate this *Agreement* upon 15 days prior written notice to Group, if Group fails to comply with Health Plan's participation or contribution requirements (including those discussed in the "Contribution and Participation Requirements" section).

Termination for Discontinuance of a Product or all Products within a Market

Health Plan may terminate a particular product or all products offered in a small or large group market as permitted or required by law. If Health Plan discontinues offering a particular product in a market, Health Plan may terminate this *Agreement* with respect to that product upon 90 days prior written notice to Group. Health Plan will offer Group another product that it makes available to groups in the small or large group market, as applicable. If Health Plan discontinues offering all products to groups in a small or large group market, as applicable, Health Plan may terminate this *Agreement* upon 180 days prior written notice to Group and Health Plan will not offer any other product to Group. A "product" is a combination of benefits and services that is defined by a distinct *Evidence of Coverage*.

Contribution and Participation Requirements

No change in Group's contribution or participation requirements listed below is effective for purposes of this *Agreement* unless Health Plan consents in writing. As a condition to consenting to Group's revised contribution and participation requirements, Health Plan may require Group to agree to amend the Premiums, benefits, or other provisions of this *Agreement*.

Group must:

- Contribute to all health care plans available through Group on a basis that does not financially discriminate against Health Plan or against people who choose to enroll in Health Plan. In no case will Group's contribution be less than one-half the rate required for a single Subscriber for the plan in which the Subscriber is enrolled
- Ensure that:
  - all employees enrolled in Health Plan work at least 20 hours per week unless Health Plan agrees otherwise in writing
  - all employees enrolled in Health Plan are covered by workers' compensation or the employer's liability benefits, unless not required by law to be covered
  - at least 75 percent of eligible employees are covered by a group health care plan
  - all Traditional Plan Subscribers live or work inside our Service Area when they enroll (except that groups who chose not to have a "live or work" eligibility rule must ensure that all Traditional Plan Subscribers live inside our Service Area when they enroll)
  - at least one employee who lives or works inside the Service Area is eligible to enroll as a Subscriber
  - the number of Subscribers enrolled under this *Agreement* does not fall below the greater of five employees or five percent of the total number of eligible employees
  - the ratio between the number of Subscribers and the total number of people who are eligible to enroll as Subscribers will not drop by 20 percent or more. For the purpose of computing this percentage requirement, Group may include subscribers and those eligible to enroll as subscribers under all other agreements between Group and Health Plan and all other Regions
- Hold an annual open enrollment period during which all eligible people may enroll in Health Plan or in any other health care plan available through Group. Also, Group must not hold open enrollment for 2009 until Group receives its 2009 group agreement Premium and coverage information from Health Plan. If Group holds the open enrollment without receiving 2009 group agreement Premium and coverage information, Health Plan may change Premiums and coverage (including benefits and Cost Sharing) when it issues Group's 2009 group agreement or renewal notice
- Meet all applicable legal and contractual requirements, such as:
  - Distribute the *Disclosure Form* to Subscribers and potential Subscribers and the *Evidence of Coverage* to Subscribers in accord with applicable laws
  - Adhere to all requirements set forth in the applicable *Evidence of Coverage*
  - Obtain Health Plan's prior written approval of any Group eligibility requirements that are not stated in the applicable *Evidence of Coverage*
  - Use Member enrollment application forms that are provided or approved by Health Plan as described under "Enrollment Application Requirements" in the "Miscellaneous Provisions" section
  - Comply with CMS requirements governing enrollment in, and disenrollment from, Kaiser Permanente Senior Advantage
- Meet all Health Plan requirements set forth in the "Rate Assumptions and Requirements" section of the *Rate Proposal* document
- Offer enrollment in Health Plan to all eligible people on conditions no less favorable than those for any other health care plan available through Group
- Permit Health Plan to examine Group's records with respect to contribution and participation requirements, eligibility, and payments under this *Agreement*

Miscellaneous Provisions

Assignment

Health Plan may assign this *Agreement*. Group may not assign this *Agreement* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without Health Plan's prior written consent. This *Agreement* shall be binding on the successors and permitted assignees of Health Plan and Group.

Attorney Fees and Costs

If Health Plan or Group institutes legal action against the other to collect any sums owed under this *Agreement*, the party that substantially prevails will be reimbursed for its reasonable litigation expenses, including attorneys' fees, by the other party.

Contract Providers

Health Plan will give Group written notice within a reasonable time of any termination or breach of contract by, or inability to perform of, any health care provider that contracts with Health Plan if Group may be materially and adversely affected thereby.

Delegation of Claims Review

Health Plan is a named fiduciary to review claims under this *Agreement*. Group delegates to Health Plan the discretion to determine whether a Member is entitled to benefits under this *Agreement*. In making these determinations, Health Plan has discretionary authority to review claims in accord with the procedures contained in this *Agreement* and to construe this *Agreement* to determine whether the Member is entitled to benefits.

Enrollment Application Requirements

Group must use enrollment application forms that are provided by Health Plan. If Group wants to use a different form or system for enrolling Members, Group must obtain Health Plan's approval of the form or system. Other forms and systems include a "universal" enrollment application form, interactive voice recording (IVR) enrollment system, or intranet online enrollment system. All forms and systems must meet Health Plan requirements for enrolling Members, including disclosure of binding arbitration in accord with Section 1363.1 of the California Health and Safety Code and other applicable law. Group's Health Plan account manager can provide Group with Health Plan's current requirements for enrollment application forms and systems.

Governing Law

Except as preempted by federal law, this *Agreement* will be governed in accord with California law and any provision that is required to be in this *Agreement* by state or federal law, shall bind Group and Health Plan whether or not set forth in this *Agreement*.

Confidential Information about Health Plan or its Affiliates

For the purposes of this "Confidential Information about Health Plan or its Affiliates" section, "Confidential Information" means any oral, written, or electronic information concerning Health Plan or its affiliates, if the information either is marked "confidential" or is by its nature proprietary or non-public, except that it does not include any of the following:

- Information that is or becomes available to the public other than as a result of disclosure by Group or its employees, advisors, or representatives

- Information that was available to Group or within its knowledge before Health Plan disclosed it to Group
- Information that becomes available to Group from a source other than Health Plan, but only if that source is not bound by a confidentiality agreement with Health Plan

If Group receives any Confidential Information, it will use that information only to evaluate Health Plan and actual or proposed group agreements with Health Plan. Group will ensure that the information is not disclosed to anyone other than a limited number of Group's employees and advisors, and only to the extent necessary in connection with the evaluation of Health Plan and actual or proposed group agreements with Health Plan. Group will inform any such employees and advisors that the information is confidential and that they must treat it confidentially.

Upon Health Plan's request Group will promptly return to Health Plan all Confidential Information, and will destroy any other copies and any notes or other Group documents about the information.

If Group is requested or required (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, Group will give Health Plan prompt notice of the request or requirement, and Group will cooperate with Health Plan in seeking to legally avoid the disclosure. If, in the absence of a protective order, Group is legally compelled, in the opinion of its counsel, to disclose any of the information, Health Plan either will seek and obtain appropriate protective orders against the disclosure or will be deemed to waive Group's compliance with the provisions of this "Confidential Information about Health Plan or its Affiliates" section to the extent necessary to satisfy the request or requirement.

Group understands (and will inform any employees and advisors who receive Confidential Information) that United States securities laws prohibit anyone who has material non-public information about a company from buying or selling that company's securities in reliance upon that information or from communicating the information to any other person or entity under circumstances in which it is reasonably foreseeable that the person or entity is likely to buy or sell that company's securities in reliance upon the information. Group agrees that it and its affiliates, associates, employees, agents, and advisors will not rely on any Confidential Information in directly or indirectly buying or selling any Health Plan securities.

Monetary damages would not be a sufficient remedy for any breach or threatened breach of this "Confidential Information about Health Plan or its Affiliates" section. Health Plan will be entitled to equitable relief by way of injunction or specific performance if Group or any of its officers, directors, employees, attorneys, accountants, agents, advisors, or representatives breach, or threaten to breach, any of the provisions of this "Confidential Information about Health Plan or its Affiliates" section.

Group's obligations under this "Confidential Information about Health Plan or its Affiliates" section will continue indefinitely and will survive the termination or expiration of this *Agreement.*

Member Information

Group will inform Subscribers of eligibility requirements for Members and when coverage becomes effective and terminates.

When Health Plan notifies Group about changes to this *Agreement* or provides Group other information that affects Members, Group will disseminate the information to Subscribers by the next regular communication to them, but in no event later than 30 days after Group receives the information.

No Waiver

Health Plan's failure to enforce any provision of this *Agreement* will not constitute a waiver of that or any other provision, or impair Health Plan's right thereafter to require Group's strict performance of any provision.

Notices

Notices must be sent to the addresses listed below. Health Plan or Group may change its addresses for notices by giving written notice to the other. All notices are deemed given when delivered in person or deposited in a U.S. Postal Service receptacle for the collection of U.S. mail.

Notices from Health Plan to Group will be sent to:

LISA HOAAS, SR. RISK ANALYST
EL DORADO COUNTY
330 FAIR LN
PLACERVILLE, CA 95667-4103

Note: When Health Plan sends Group a new (renewed) *Agreement*, Health Plan will enclose a summary of changes that discusses the changes Health Plan has made to the *Group Agreement*. Groups that want information about changes before receiving the *Agreement* may request advance information from Group's Health Plan account manager. Also, if Group designates a third party in writing (for example, "Broker of Record" statements), Health Plan may send the advance information to the third party rather than to Group (unless Group requests a copy too).

Notices from Group to Health Plan must be sent to:

Kaiser Permanente
1950 Franklin Street
Oakland, CA 94612
Attn: Jerry Fleming, Senior Vice President and Health Plan Manager

Reporting Membership Changes and Retroactivity

Group must report membership changes (including sending appropriate membership forms) within the time limit for retroactive changes. The time limit for retroactive membership changes is the calendar month when Health Plan's California Service Center receives Group's notification of the change plus the previous 2 months.

Health Plan's *Purchaser Handbook* includes the details about how to report membership changes. Group's Health Plan account manager can provide Group with a *Purchaser Handbook* if Group does not have one.

Premiums

Only Members for whom Health Plan has received the appropriate Premium payment listed below are entitled to coverage under this *Agreement*, and then only for the period for which Health Plan has received appropriate payment.

Due Date and Payment of Premiums

The payment due date for each enrollment unit associated with Group will be reflected on the monthly membership invoice if applicable to Group (if not applicable, then as specified in writing by Health Plan). If Group does not pay Premiums by the first of the coverage month, the Premiums may include an additional administrative charge upon renewal.

New Members

Premiums are payable for the entire month for new Members whose coverage effective date falls between the first day of the month and the fifteenth day of the month. Effective dates after the fifteenth day of the month require no payment for that month.

Note: Membership begins at the beginning (12:00 a.m.) of the effective date of coverage.

Member Termination

Premiums are payable for Members for the entire month of termination when coverage ends.

Note: The membership termination date is the first day a Member is not covered (for example, if the termination date is January 1, 2008, the last minute of coverage was at 11:59 p.m. on December 31, 2007).

Medicare

Except for Members for whom Medicare is secondary coverage, Premiums are based on the assumption that Health Plan or its designee will receive Medicare payments for Medicare-covered services provided to Members eligible for Medicare benefits. Members who are "eligible for Medicare Part A" (or "eligible for Medicare Part B") are those who would qualify for Medicare Part A (or Part B) coverage if they applied for it. Members who are "entitled to Medicare Part A" (or "entitled to Medicare Part B") are those who have been granted Medicare Part A (or Part B) coverage. Each Member who is or becomes eligible for Medicare as primary coverage must comply with all of the following requirements:

- Enroll in all parts of Medicare for which he or she is eligible and continue that enrollment while a Member
- Be enrolled through Group in Kaiser Permanente Senior Advantage
- Complete and submit all documents necessary for Health Plan, or any provider from whom the Member receives services covered by Health Plan, to obtain Medicare payments for Medicare-covered services provided to the Member

If a Member does not comply with all of these requirements for any reason, including inability to enroll in a Kaiser Permanente Medicare plan because he or she does not meet the plan's eligibility requirements or the plan is not available through Group, Group must pay the applicable Premiums listed below to compensate for the lack of Medicare payments. Also, Group must accept transfer of the Member to Health Plan's non-Medicare plan if the Member is not already so enrolled.

Medicare as secondary coverage

Medicare is the primary coverage except when federal law requires that Group's health care plan be primary and Medicare coverage be secondary. Members eligible for Medicare as their secondary coverage are subject to the same Premiums and receive the same benefits as Members who are not eligible for Medicare. However, any such Members who meet the Kaiser Permanente Senior Advantage eligibility requirements may enroll in Kaiser Permanente Senior Advantage under this *Agreement*. These Members receive the benefits and coverage described in the *Evidence of Coverage* for Kaiser Permanente Senior Advantage when Medicare is secondary, which includes coverage that is better than most Traditional Plan coverage.

Subscriber Contributions for Medicare Part D Coverage

This "Subscriber Contributions for Medicare Part D Coverage" section applies only to Group's Kaiser Permanente Senior Advantage coverage that includes Medicare Part D prescription drug coverage. Group's Senior Advantage Premiums include the Medicare Part D premium. Group may determine how much it will require Subscribers to contribute toward the Medicare Part D premium for each Senior Advantage Member in the Subscriber's Family Unit, subject to the following restrictions:

- If Group requires different contribution amounts for different classes of Senior Advantage Members for the Medicare Part D premium, then Group agrees to the following:
  - any such differences in classes of Members are reasonable and based on objective business criteria, such as years of service, business location, and job category, and are not based on eligibility for the Medicare Part D Low Income Subsidy (the subsidies described in 42 C.F.R. Section 423 Subpart P, which are offered by the Medicare program to certain low-income Medicare beneficiaries enrolled in Medicare Part D, and which reduce the Medicare beneficiaries' Medicare Part D premiums and/or Medicare Part D cost-sharing amounts)

- ♦ Group will not require different Subscriber contributions toward the Medicare Part D premium for Members within the same class

- Group will not require Subscribers to pay a contribution for prescription drug coverage for a Senior Advantage Member that exceeds the Premium for prescription drug coverage (including the Medicare Part D premium)
- Health Plan will credit Group with any Low Income Subsidy amounts that Health Plan receives from CMS for Group's Members, and Health Plan will identify those Members for Group as required by CMS. For those Members, Group will first credit the Low Income Subsidy amount toward the Subscriber's contribution for that Member's Senior Advantage premium for the same month, and will then apply any remaining portion of the Member's Low Income Subsidy toward the portion of the Senior Advantage premium that Group pays on behalf of that Member for that month. If Group is unable to reduce the Subscriber's contribution before the Subscriber makes the contribution, Group shall, consistent with CMS guidance, refund the Low Income Subsidy amount to the Subscriber (up to the amount of the Subscriber Premium contribution for the Member for that month) within 45 days after the date Health Plan receives the Low Income Subsidy amount from CMS. Health Plan reserves the right to periodically require Group to certify that Group is either reducing Subscribers' monthly Premium contributions or refunding the Low Income Subsidy amounts to Subscribers in accord with CMS guidance
- For any Members who are eligible for the Low Income Subsidy, if the amount of that Low Income Subsidy is less than the Member's contribution for the Medicare Part D premium, then Group should inform the Member of the financial consequences of the Member's enrolling in the Member's current coverage, as compared to enrolling in another Medicare Part D plan with a monthly premium equal to or less than the Low Income Subsidy amount

Late Enrollment Penalty. If any Members are subject to the Medicare Part D late enrollment penalty, Premiums for those Members will increase to include the amount of the penalty.

Monthly Premiums

Calculating the Family Unit's Premium

To calculate the monthly Premium that applies to a Family Unit (a Subscriber and all of his or her Dependents):

1. Determine the products (*EOCs* and contract options) that apply to each Member in the Family Unit (for example, Traditional Plan and ancillary products)
2. Determine the account status or family role type of each Member (for family role types, please see the "Definitions" section of the *EOC* for the definition of Subscriber, Dependent, and Spouse)
3. Identify the Premium for each Member for each *EOC* and contract option in the Premium tables below based on the family role type of each Member
4. Add the Premium amounts for each Member together to arrive at the total Premium required for the Family Unit

This *Agreement* covers the Health Plan products identified below with an *EOC* #. This *Agreement* does not cover the non-Health Plan products identified below with a "Contract Option ID," and the carrier for these products will send its agreement to Group under separate cover. However, Group shall submit payment for all the products listed below to Health Plan (which is the billing administrator for the non-Health Plan products).

Kaiser Permanente Senior Advantage with Part D — *EOC* # 1

Senior Advantage

Family role type	Medicare Parts A & B	Medicare Part B only
Subscriber	$370.59	$671.59
1st Dependent	$370.59	$671.59
2nd Dependent	$370.59	$671.59
Each additional Dependent	$370.59	$671.59

Kaiser Permanente Senior Advantage with Part D (MSP) — *EOC* # 2

Working Aged

For Members enrolled in Senior Advantage when federal law requires that Group's health care plan be primary and Medicare coverage be secondary, the Premiums are:

Family role type	Premiums
Subscriber	$463.96
1st Dependent	$463.96
2nd Dependent	$385.09

American Specialty Health Plans Chiropractic Plan — *EOC* # 3

HMO Chiro

Family role type	Premiums
Subscriber	$1.78
1st Dependent	$1.78
2nd Dependent	$1.48

Kaiser Permanente Traditional Plan — *EOC* # 5

Traditional Plan

Members under age 65 (or 65 and over if Medicare is secondary)	
Family role type	Premiums
Subscriber	$463.96
1st Dependent	$463.96
2nd Dependent	$385.09
Each additional Dependent	$0.00

Members age 65 and over whose Medicare eligibility is unknown or who are eligible for or entitled to Medicare Part B only	
Family role type	Premiums
Subscriber	$1,141.45
1st Dependent	$1,141.45
2nd Dependent	$1,141.45
Each additional Dependent	$1,141.45

Members age 65 and over who are eligible for or entitled to Medicare Part A	
Family role type	Premiums
Subscriber	$747.73
1st Dependent	$747.73
2nd Dependent	$747.73
Each additional Dependent	$747.73

Members enrolled in another carrier's Medicare Risk product	
Family role type	Premiums
Subscriber	$1,141.45
1st Dependent	$1,141.45

2nd Dependent	$1,141.45
Each additional Dependent	$1,141.45

Note: "Eligible" for Medicare means that a person would have Medicare coverage if they purchased it through Social Security. "Entitled" to a part of Medicare means that you have the coverage. Medicare Part A provides inpatient coverage and Part B provides outpatient coverage.

PMI Dental Health Plan — Contract Option ID 6

Dental Risk

Family role type	Premiums
Subscriber	$17.00
1st Dependent	$17.00
2nd Dependent	$17.00

Agreement Signature Page

Acceptance of *Agreement*

Group acknowledges acceptance of this *Agreement* by signing the Signature Page and returning it to Health Plan. If Group does not return it to Health Plan, Group will be deemed as having accepted this *Agreement* if Group pays Health Plan any amount toward Premiums.

Group may **not** change this *Agreement* by adding or deleting words, and any such addition or deletion is void. Health Plan might not respond to any changes or comments submitted on or with this Signature Page. Group may not construe Health Plan's lack of response to any submitted changes or comments to imply acceptance. If Group wishes to change anything in this *Agreement*, Group must contact its Health Plan account manager. Health Plan will issue a new *Agreement* or amendment if Health Plan and Group agree on any changes.

Binding Arbitration

As more fully set forth in the arbitration provision in the applicable *Evidence of Coverage*, disputes between Members, their heirs, relatives, or associated parties (on the one hand) and Health Plan, its health care providers, or other associated parties (on the other hand) for alleged violation of any duty arising out of or related to this *Agreement*, including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items pursuant to this *Agreement*, irrespective of legal theory, must be decided by binding arbitration and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. Members enrolled under this *Agreement* thus give up their right to a court or jury trial, and instead accept the use of binding arbitration as specified in the applicable *Evidence of Coverage* except that the following types of claims are not subject to binding arbitration:

- Claims within the jurisdiction of small claims court
- Claims subject to a Medicare appeals procedure as applicable to Kaiser Permanente Senior Advantage and Medicare Cost Members
- If the Member's Group must comply with the Employee Retirement Income Security Act (ERISA) requirements, the claim is a benefit-related request that constitutes a "benefit claim" in section 502(a)(1)(B) of ERISA. Note: Benefit claims under this Section of ERISA are excluded from this binding arbitration requirement only until such time as the United States Department of Labor regulation prohibiting mandatory binding arbitration of this category of claim (29 CFR 2560.503-1(c)(4)) is modified, amended, repealed, superseded, or otherwise found to be invalid. If this occurs, these claims will automatically become subject to mandatory binding arbitration without further notice

Signatures

EL DORADO COUNTY

Authorized Group officer signature

Please print your name and title

Date signed

Kaiser Foundation Health Plan, Inc.
Northern California Region

Jerry Fleming
Authorized officer
Senior Vice President and Health Plan Manager

Executed in San Diego, CA effective 7/1/08
Date: 5/5/08

Please keep this copy with your *Agreement*. An extra copy of the Signature Page is enclosed for mailing to our California Service Center at P.O. Box 23448, San Diego, CA 92193-3448.

KAISER PERMANENTE®

Kaiser Foundation Health Plan, Inc.
Northern California Region

A nonprofit corporation and a Medicare Advantage Organization

Kaiser Permanente Senior Advantage with Part D Evidence of Coverage for EL DORADO COUNTY

Purchaser ID: 34936 Contract: 1 Version: 42 *EOC* Number: 1

July 1, 2008, through June 30, 2009

Member Service Call Center
Seven days a week 8 a.m.–8 p.m.
1-800-443-0815 toll free
1-800-777-1370 (toll free TTY for the hearing/speech impaired)
kp.org

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Benefit Highlights

Annual Out-of-Pocket Maximum for Certain Services	
For Services subject to the maximum, you will not pay any more Cost Sharing during a calendar year after the Copayments and Coinsurance you pay for those Services add up to one of the following amounts:	
For self-only enrollment (a Family Unit of one Member)	$1,500 per calendar year
For any one Member in a Family Unit of two or more Members	$1,500 per calendar year
For an entire Family Unit of two or more Members	$3,000 per calendar year
Deductible or Lifetime Maximum	None
Professional Services (Plan Provider office visits)	**You Pay**
Primary and specialty care visits (includes routine and Urgent Care appointments)	$5 per visit
Routine preventive physical exams	$5 per visit
Well-child preventive care visits (0–23 months)	$5 per visit
Family planning visits	$5 per visit
Scheduled prenatal care and first postpartum visit	$5 per visit
Routine preventive refraction exams and glaucoma screening	$5 per visit
Routine preventive hearing tests	$5 per visit
Physical, occupational, and speech therapy visits	$5 per visit
Outpatient Services	**You Pay**
Outpatient surgery	$5 per procedure
Allergy injection visits	$3 per visit
Allergy testing visits	$5 per visit
X-rays, annual mammograms, and lab tests	No charge
Manual manipulation of the spine	$5 per visit
Health education:	
Individual visits	$5 per visit
Group educational programs	No charge
Hospitalization Services	**You Pay**
Room and board, surgery, anesthesia, X-rays, lab tests, and drugs	No charge
Emergency Health Coverage	**You Pay**
Emergency Department and Out-of-Area Urgent Care visits	$5 per visit (does not apply if admitted to the hospital as an inpatient within 24 hours for the same condition)
Ambulance Services	**You Pay**
Ambulance Services	No charge
Prescription Drug Coverage	**You Pay**
Most covered outpatient items in accord with our drug formulary guidelines	$10 for up to a 100-day supply
Durable Medical Equipment (DME)	**You Pay**
Covered DME for home use in accord with our DME formulary and Medicare guidelines	No charge
Mental Health Services	**You Pay**
Inpatient psychiatric care: first 190 days per lifetime as covered by Medicare. Thereafter, up to 45 days per calendar year	No charge
Outpatient individual and group visits	$5 per individual visit $2 per group visit
Chemical Dependency Services	**You Pay**
Inpatient detoxification	No charge

Chemical Dependency Services	You Pay
Outpatient individual visits	$5 per visit
Outpatient group visits	$2 per visit
Transitional residential recovery Services (up to 60 days per calendar year, not to exceed 120 days in any five-year period)	$100 per admission
Residential rehabilitation (up to 30 days per calendar year)	No charge
Home Health Services	**You Pay**
Home health care (part-time, intermittent)	No charge
Other	**You Pay**
Eyewear purchased from Plan Optical Sales Offices every 24 months	Amount in excess of $175 Allowance
Hearing aid(s) every 36 months	Amount in excess of $2,500 Allowance per aid
Skilled Nursing Facility care (up to 100 days per benefit period)	No charge
Hospice care	No charge

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Sharing, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Sharing. For a complete explanation, please refer to the "Benefits and Cost Sharing" and "Exclusions, Limitations, Coordination of Benefits, and Reductions" sections.

Introduction

Kaiser Foundation Health Plan, Inc. (Health Plan) has a contract with the Centers for Medicare & Medicaid Services (CMS) as a Medicare Advantage Organization, which is renewed annually. This contract provides Medicare Services (including Medicare Part D prescription drug coverage) through "Kaiser Permanente Senior Advantage with Part D" (Senior Advantage), except for hospice care for Members with Medicare Part A and qualifying clinical trials, which are covered directly by Medicare. Senior Advantage is for Members entitled to Medicare, providing the advantages of combined Medicare and Health Plan benefits. Enrollment in Senior Advantage means that you are automatically enrolled in Medicare Part D.

This *Evidence of Coverage (EOC)* describes our Senior Advantage health care coverage provided under the *Group Agreement (Agreement)* between Health Plan and your Group (the entity with which Health Plan has entered into the *Agreement*). For benefits provided under any other Health Plan program, refer to that plan's evidence of coverage.

In this *EOC*, Health Plan is sometimes referred to as "we," or "us." Members are sometimes referred to as "you." Some capitalized terms have special meaning in this *EOC;* please see the "Definitions" section for terms you should know.

Please read the following information so that you will know from whom or what group of providers you may get health care. It is important to familiarize yourself with your coverage by reading this *EOC* completely, so that you can take full advantage of your Health Plan benefits. Also, if you have special health care needs, please carefully read the sections that apply to you.

Term of this *EOC*

This *EOC* is for the period July 1, 2008, through June 30, 2009, unless amended. Your Group's benefits administrator can tell you whether this *EOC* is still in effect and give you a current one if this *EOC* has expired or been amended.

About Kaiser Permanente

Kaiser Permanente provides Services directly to our Members through an integrated medical care program. Health Plan, Plan Hospitals, and the Medical Group work together to provide our Members with quality care.

Our medical care program gives you access to all of the covered Services you may need, such as routine care with your own personal Plan Physician, hospital care, laboratory and pharmacy Services, Emergency Care, Urgent Care, and other benefits described in the "Benefits and Cost Sharing" section. Plus, our healthy living (health education) programs offer you great ways to protect and improve your health.

We provide covered Services to Members using Plan Providers located in our Service Area, which is described in the "Definitions" section. You must receive all covered care from Plan Providers inside our Service Area, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
- Authorized referrals as described under "Getting a Referral" in the "How to Obtain Services" section
- Out-of-area dialysis care as described under "Dialysis Care" in the "Benefits and Cost Sharing" section
- Prescription drugs from Non–Plan Pharmacies as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section
- Visiting member care as described under "Visiting Other Regions" in the "How to Obtain Services" section

Definitions

When capitalized and used in any part of this *EOC*, these terms have the following meanings:

Allowance: A specified credit amount that you can use toward the purchase price of an item. If the price of the item(s) you select exceeds the Allowance, you will pay the amount in excess of the Allowance (and that payment does not apply toward your annual out-of-pocket maximum).

Charges: Charges means the following:

- For Services provided by the Medical Group or Kaiser Foundation Hospitals, the charges in Health Plan's schedule of Medical Group and Kaiser Foundation Hospitals charges for Services provided to Members

- For Services for which a provider (other than the Medical Group or Kaiser Foundation Hospitals) is compensated on a capitation basis, the charges in the schedule of charges that Kaiser Permanente negotiates with the capitated provider
- For items obtained at a pharmacy owned and operated by Kaiser Permanente, the amount the pharmacy would charge a Member for the item if a Member's benefit plan did not cover the item (this amount is an estimate of: the cost of acquiring, storing, and dispensing drugs, the direct and indirect costs of providing Kaiser Permanente pharmacy Services to Members, and the pharmacy program's contribution to the net revenue requirements of Health Plan)
- For all other Services, the payments that Kaiser Permanente makes for the Services or, if Kaiser Permanente subtracts Cost Sharing from its payment, the amount Kaiser Permanente would have paid if it did not subtract Cost Sharing

Clinically Stable: You are considered Clinically Stable when your treating physician believes, within a reasonable medical probability and in accordance with recognized medical standards, that you are safe for discharge or transfer and that your condition is not expected to get materially worse during or as a result of the discharge or transfer.

CMS: The Centers for Medicare & Medicaid Services is the federal agency that administers the Medicare program.

Coinsurance: A percentage of Charges that you must pay when you receive a covered Service as described in the "Benefits and Cost Sharing" section.

Copayment: A specific dollar amount that you must pay when you receive a covered Service as described in the "Benefits and Cost Sharing" section. Note: The dollar amount of the Copayment can be $0 (no charge).

Cost Sharing: The Copayment or Coinsurance you are required to pay for a covered Service.

Coverage Determination: Any initial coverage decision we make about your Medicare Part D drugs, including how much you must pay for the drug. These decisions are discussed in the "Requests for Payment or Services" section.

Deductible: The amount you must pay in a calendar year for certain Services before we will cover those Services at the Copayment or Coinsurance in that calendar year.

Dependent: A Member who meets the eligibility requirements as a Dependent (for Dependent eligibility requirements, see "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section).

Emergency Care: Emergency Care is:

- Evaluation by a physician (or other appropriate personnel under the supervision of a physician to the extent provided by law) to determine whether you have an Emergency Medical Condition
- Medically Necessary Services required to make you Clinically Stable within the capabilities of the facility
- Emergency ambulance Services covered under "Ambulance Services" in the "Benefits and Cost Sharing" section

Emergency Medical Condition: An Emergency Medical Condition is: (1) a medical or psychiatric condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that you could reasonably expect the absence of immediate medical attention to result in serious jeopardy to your health or body functions or organs; or (2) active labor when there isn't enough time for safe transfer to a Plan Hospital (or designated hospital) before delivery or if transfer poses a threat to your (or your unborn child's) health and safety.

Family Unit: A Subscriber and all of his or her Dependents.

Group: The entity with which Health Plan has entered into the Agreement that includes this *EOC*.

Health Plan: Kaiser Foundation Health Plan, Inc., a California nonprofit corporation. This *EOC* sometimes refers to Health Plan as "we" or "us."

Kaiser Permanente: Kaiser Foundation Hospitals (a California nonprofit corporation), Health Plan, and the Medical Group.

Medical Group: The Permanente Medical Group, Inc., a for-profit professional corporation.

Medically Necessary: A Service is Medically Necessary if it is medically appropriate and required to prevent, diagnose, or treat your condition or clinical symptoms in accord with generally accepted professional standards of practice that are consistent with a standard of care in the medical community.

Medicare: A federal health insurance program for people age 65 and older and some people under age 65 with disabilities or end-stage renal disease (permanent kidney failure). In this *EOC*, Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who are "entitled to" or "have" Medicare Part A, B, or D are those who have been granted Medicare Part A, B, or D coverage.

Medicare Advantage Organization: A public or private entity organized and licensed by a state as a risk-bearing entity that has a contract with CMS to provide Services

covered by Medicare. Kaiser Foundation Health Plan, Inc., is a Medicare Advantage Organization.

Medicare Advantage Plan: Health care coverage offered by a Medicare Advantage Organization.

Medicare Private Fee-for-Service Plans: Plans that are available in some parts of the country. In Medicare Private Fee-for-Service Plans, you may go to any Medicare-approved doctor or hospital that accepts the plan's payment. The Medicare Private Fee-for-Service Plan, rather than the Medicare program, decides how much it pays and what you pay for the services you get. You may pay more for Medicare-covered benefits. You may get extra benefits that Original Medicare does not cover, like prescriptions drugs as part of the Medicare Part D (Prescription Drug) benefit.

Medigap (Medicare Supplement Insurance) Policy: Medicare supplement insurance sold by private insurance companies to fill "gaps" in Original Medicare coverage. Medigap Policies only work with Original Medicare coverage.

Member: A person who is eligible and enrolled under this *EOC*, and for whom we have received applicable Premiums. This *EOC* sometimes refers to a Member as "you."

Non–Plan Hospital: A hospital other than a Plan Hospital.

Non–Plan Pharmacy: A pharmacy other than a Plan Pharmacy. These pharmacies are also called "out-of-network pharmacies."

Non–Plan Physician: A physician other than a Plan Physician.

Non–Plan Provider: A provider other than a Plan Provider.

Non–Plan Skilled Nursing Facility: A Skilled Nursing Facility other than a Plan Skilled Nursing Facility.

Organization Determination: Any initial decision we make about your request for Services or payment that is unrelated to Medicare Part D drugs. These decisions are discussed in the "Requests for Payment or Services" section.

Original Medicare: Medicare coverage that is available throughout the country to Medicare beneficiaries. It is a pay-per-visit or "fee-for-service" plan that lets you go to any doctor, hospital, or other health care provider who accepts Medicare. You must pay a deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance).

Out-of-Area Urgent Care: Medically Necessary Services to prevent serious deterioration of your health resulting from an unforeseen illness or an unforeseen injury if all of the following are true:

- You are temporarily outside our Service Area
- You reasonably believed that your health would seriously deteriorate if you delayed treatment until you returned to our Service Area

Plan Facility: Any facility listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Facilities are subject to change at any time without notice. For the current locations of Plan Facilities, please call our Member Service Call Center.

Plan Hospital: Any hospital listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Hospitals are subject to change at any time without notice. For the current locations of Plan Hospitals, please call our Member Service Call Center.

Plan Medical Office: Any medical office listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Medical Offices are subject to change at any time without notice. For the current locations of Plan Medical Offices, please call our Member Service Call Center.

Plan Optical Sales Office: An optical sales office owned and operated by Kaiser Permanente or another optical sales office that we designate. Please refer to *Your Guidebook* for a list of Plan Optical Sales Offices in your area, except that Plan Optical Sales Offices are subject to change at any time without notice. For the current locations of Plan Optical Sales Offices, please call our Member Service Call Center.

Plan Pharmacy: A pharmacy owned and operated by Kaiser Permanente or another pharmacy that we designate. Please refer to *Your Guidebook* for a list of Plan Pharmacies in your area, except that Plan Pharmacies are subject to change at any time without notice. For the current locations of Plan Pharmacies, please call our Member Service Call Center.

Plan Physician: Any licensed physician who is an employee of the Medical Group, or any licensed physician who contracts to provide Services to Members (but not including physicians who contract only to provide referral Services).

Plan Provider: A Plan Hospital, a Plan Physician, the Medical Group, a Plan Pharmacy, or any other health care provider that we designate as a Plan Provider.

Plan Skilled Nursing Facility: A Skilled Nursing Facility approved by Health Plan.

Post-Stabilization Care: Post-Stabilization Care is Medically Necessary Services you receive after your treating physician determines that your Emergency Medical Condition is Clinically Stable.

Premiums: Periodic membership charges paid by your Group.

Region: A Kaiser Foundation Health Plan organization or allied plan that conducts a direct-service health care program. For information about Region locations in the District of Columbia and parts of Southern California, Colorado, Georgia, Hawaii, Idaho, Maryland, Ohio, Oregon, Virginia, and Washington, please call our Member Service Call Center.

Service Area: The geographic area approved by CMS within which an eligible person may enroll in a particular plan offered by Senior Advantage. The following counties are entirely inside our Service Area: Alameda, Contra Costa, Marin, Sacramento, San Francisco, San Joaquin, San Mateo, Solano, and Stanislaus.

Portions of the counties listed below are also inside our Service Area, as indicated by the ZIP codes below for each county. A ZIP code is considered to be inside our Service Area only if it is in the county associated with that ZIP code. For example, since a ZIP code can span more than one county, even if your ZIP code is listed below, your home is not inside our Service Area if you live in a county that is not part of our Service Area. Also, the ZIP codes listed below may include ZIP codes for Post Office boxes and commercial rental mailboxes. A Post Office box or rental mailbox cannot be used to determine whether you meet the residence eligibility requirements for Senior Advantage. Your permanent residence address must be used to determine your Senior Advantage eligibility:

- Amador: 95640, 95669
- El Dorado: 95613–14, 95619, 95623, 95633–35, 95651, 95664, 95667, 95672, 95682, 95762
- Fresno: 93242, 93602, 93606–07, 93609, 93611–13, 93616, 93618–19, 93624–27, 93630–31, 93646, 93648–52, 93654, 93656–57, 93660, 93662, 93667–68, 93675, 93701–12, 93714–18, 93720–30, 93740–41, 93744–45, 93747, 93750, 93755, 93760–61, 93764–65, 93771–80, 93784, 93786, 93790–94, 93844, 93888
- Kings: 93230, 93232, 93242, 93631, 93656
- Madera: 93601–02, 93604, 93614, 93623, 93626, 93636–39, 93643–45, 93653, 93669, 93720
- Mariposa: 93601, 93623, 93653
- Napa: 94503, 94508, 94515, 94558–59, 94562, 94567, 94573–74, 94576, 94581, 94589–90, 94599, 95476
- Placer: 95602–04, 95626, 95648, 95650, 95658, 95661, 95663, 95668, 95677–78, 95681, 95692, 95703, 95722, 95736, 95746–47, 95765
- Santa Clara: 94022–24, 94035, 94039–43, 94085–89, 94301–06, 94309, 94550, 95002, 95008–09, 95011, 95013–15, 95020–21, 95026, 95030–33, 95035–38, 95042, 95044, 95046, 95050–56, 95070–71, 95076, 95101, 95103, 95106, 95108–13, 95115–36, 95138–41, 95148, 95150–61, 95164, 95170, 95172–73, 95190–94, 95196
- Sonoma: 94515, 94922–23, 94926–28, 94931, 94951–55, 94972, 94975, 94999, 95401–07, 95409, 95416, 95419, 95421, 95425, 95430–31, 95433, 95436, 95439, 95441–42, 95444, 95446, 95448, 95450, 95452, 95462, 95465, 95471–73, 95476, 95486–87, 95492
- Sutter: 95626, 95645, 95648, 95659, 95668, 95674, 95676, 95692, 95837
- Tulare: 93238, 93261, 93618, 93631, 93646, 93654, 93666, 93673
- Yolo: 95605, 95607, 95612, 95616–18, 95645, 95691, 95694–95, 95697–98, 95776, 95798–99
- Yuba: 95692, 95903, 95961

Note: Subject to approval by the Centers for Medicare & Medicaid Services (CMS), we may reduce our Service Area effective any January 1 by giving prior written notice to your Group. We may expand our Service Area at any time by giving written notice to your Group. ZIP codes are subject to change by the U.S. Postal Service.

Services: Health care services or items.

Skilled Nursing Facility: A facility that provides inpatient skilled nursing care, rehabilitation services, or other related health services and is licensed by the state of California. The facility's primary business must be the provision of 24-hour-a-day licensed skilled nursing care. The term "Skilled Nursing Facility" does not include convalescent nursing homes, rest facilities, or facilities for the aged, if those facilities furnish primarily custodial care, including training in routines of daily living. A "Skilled Nursing Facility" may also be a unit or section within another facility (for example, a hospital) as long as it continues to meet this definition.

Spouse: Your legal husband or wife. For the purposes of this *EOC*, the term "Spouse" includes your registered domestic partner who meets all of the requirements of Section 297 of the California Family Code, or your domestic partner in accord with your Group's requirements, if any, that we approve.

Subscriber: A Member who is eligible for membership on his or her own behalf and not by virtue of Dependent status and who meets the eligibility requirements as a

Subscriber (for Subscriber eligibility requirements, see "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section).

Urgent Care: Medically Necessary Services for a condition that requires prompt medical attention but is not an Emergency Medical Condition.

Premiums, Eligibility, and Enrollment

Premiums

Your Group is responsible for paying Premiums. If you are responsible for any contribution to the Premiums, your Group will tell you the amount and how to pay your Group. In addition to any amount you must pay your Group, you must also continue to pay Medicare your monthly Medicare premium.

Note: If you have been continuously enrolled in Senior Advantage since December 31, 1998 and have not had Medicare Part A during this time, you may be eligible to purchase Medicare Part A from Social Security. Please contact the Social Security Administration for more information. If you become entitled to Medicare Part A, this may reduce the amount you would be expected to pay to your Group, please check with your Group's benefits administrator.

Medicare Part D late enrollment penalty. There is a late enrollment penalty if you do not have Medicare prescription drug coverage during your initial enrollment period, or if you do not have creditable prescription drug coverage for a continuous period of 63 days or more after your initial enrollment period. Creditable prescription drug coverage is coverage that is at least as good as the standard Medicare Part D prescription drug coverage. This Medicare late enrollment penalty applies as long as you have Medicare Part D prescription drug coverage. The amount of the penalty may increase every year. Your Group will inform you if the penalty applies to you.

Note: The late enrollment penalty may also apply to Members who qualify for extra help with their drug plan expenses. If the penalty applies, Medicare may pay some or all of the penalty. Qualified Members will pay 20 percent of the penalty for the first 60 months and none of the penalty afterwards.

Extra help with drug plan expenses

If you have limited income and resources, you may qualify for extra help to pay a portion of the following:

- Your Group's monthly Premiums for Medicare Part D prescription coverage
- Your covered prescription drug expenses (for example, Copayments and Coinsurance)

The amount of extra help that you get will depend on your income and resources. To qualify, your annual income must be below $15,600 (or $21,000 if you are married). In addition, your resources (including your savings and stocks, but not your home or car) must not exceed $11,990 (or $23,970 if you are married). You automatically qualify for extra help and do not have to apply for it if any of the following are true:

- You have full Medi-Cal coverage
- You get Supplemental Security Income
- Medi-Cal helps pay for your Medicare premium because you belong to a Medicare Savings Program, such as the Qualified Medicare Beneficiary, Specified Low-Income Medicare Beneficiary program, or the Qualified Individual program

For more information on who can get extra help with prescription drug expenses and how to apply, please call the Social Security Administration toll free at 1-800-772-1213 (TTY users call 1-800-325-0778), or visit **www.ssa.gov** on the Web. In addition, you can look at the *Medicare & You* handbook, visit **www.medicare.gov** on the Web, or call toll free 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048).

Note: The income and resource amounts shown above are for 2008 and Medicare may change them at any time, without notice. Also, if you pay more than half of the living expenses of any dependent family member, income limits are higher. Please call our Member Service Call Center to find out what the income limits are.

Who Is Eligible

To enroll and to continue enrollment, you must meet all of the eligibility requirements described in this "Who Is Eligible" section.

Group eligibility requirements

You must meet your Group's eligibility requirements that we have approved. Your Group is required to inform Subscribers of its eligibility requirements, such as the minimum number of hours that employees must work. Please note that your Group might not allow enrollment

to some persons who meet the requirements described under "Additional eligibility requirements" below.

Medicare eligibility requirements

- You must be entitled to benefits under Medicare Part B
- You may enroll in Senior Advantage regardless of health status, except that you may not enroll if you have end-stage renal disease. This restriction does not apply to you if you are currently a Health Plan Member in the Northern California or Southern California Region and you developed end-stage renal disease while a Member
- Non-Members may not be able to enroll if Senior Advantage has reached a capacity limit that the Centers for Medicare & Medicaid Services has approved. This limitation does not apply to existing Members who are eligible for Medicare (for example, when you turn age 65)

Note: You may not be enrolled in two Medicare-contracting plans at the same time. If you enroll in Senior Advantage, CMS will automatically disenroll you from any other Medicare-contracting plan, including a Medicare Prescription Drug Plan.

Service Area eligibility requirements

You (the Subscriber) must live in our Service Area. However, if you have been continuously enrolled in Senior Advantage since December 31, 1998 and lived outside our Service Area during that time, you may continue your membership unless you move and are still outside our Service Area. The "Definitions" section describes our Service Area and how it may change.

Moving outside our Service Area. If you permanently move outside our Service Area, or you are temporarily absent from our Service Area for a period of more than six months in a row, you must notify us and you cannot continue your Senior Advantage membership under this *EOC*. Send your notice to Kaiser Permanente, California Service Center, P.O. Box 232400, San Diego, CA 92193. It is in your best interest to notify us as soon as possible because until your Senior Advantage coverage is officially terminated by CMS, you will not be covered by us or Medicare for any care received from Non–Plan Providers, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
- Authorized referrals as described under "Getting a Referral " in the "How to Obtain Services" section
- Out-of-area dialysis care as described under "Dialysis Care" in the "Benefits and Cost Sharing" section
- Prescription drugs from Non–Plan Pharmacies as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section
- Visiting member care as described under "Visiting Other Regions" in the "How to Obtain Services" section

If you move to another Region's service area, please contact your Group's benefits administrator to learn about your Group health care options. You may be able to enroll in the new service area if there is an agreement between your Group and that Region, but the plan, including coverage, premiums, and eligibility requirements might not be the same. For information about Region locations and telephone numbers in the District of Columbia and parts of Southern California, Colorado, Georgia, Hawaii, Idaho, Maryland, Ohio, Oregon, Virginia, and Washington, please call our Member Service Call Center.

Additional eligibility requirements

You may be eligible to enroll and continue enrollment as a Subscriber if you are:

- An employee of your Group
- A proprietor or partner of your Group
- Otherwise entitled to coverage under a trust agreement, retirement benefit program, or employment contract (unless the IRS considers you self-employed)

If you are a Subscriber, the following persons may be eligible to enroll as your Dependents:

- Your Spouse. For the purposes of this *EOC*, the term "Spouse" includes your registered domestic partner who meets all the requirements of Section 297 of the California Family Code, or your domestic partner in accord with your Group's requirements, if any, that we approve
- Your or your Spouse's unmarried children (including adopted children or children placed with you for adoption) who are under age 19, or under age 23 if a student as defined by your Group
- Other unmarried dependent persons (but not including foster children) who meet all of the following requirements:

- they are under age 19, or under age 23 if a student as defined by your Group
- they receive all of their support and maintenance from you or your Spouse
- they permanently reside with you (the Subscriber)
- you or your Spouse is the court-appointed guardian (or was before the person reached age 18) or the person's parent is an enrolled Dependent under your family coverage

- Dependents who meet the Dependent eligibility requirements, except for the age limit, may be eligible as a disabled dependent if they meet all the following requirements:
  - they are incapable of self-sustaining employment because of a physically- or mentally-disabling injury, illness or condition that occurred prior to reaching the age limit for Dependents
  - they receive 50 percent or more of their support and maintenance from you or your Spouse
  - you give us proof of their incapacity and dependency within 60 days after we request it

If you have Dependents who are not entitled to Medicare, they may be eligible to enroll as your Dependents, but in another Kaiser Permanente plan offered by your Group. Please contact your Group for details and request a copy of the *EOC* for the other Kaiser Permanente plan.

Persons barred from enrolling

- You cannot enroll if you have had your entitlement to receive Services through Health Plan terminated for failure to pay individual (nongroup) plan premiums, unless we agree to allow you to enroll after you pay all amounts owed by you and your dependents

When You Can Enroll and When Coverage Begins

Your Group is required to inform you when you are eligible to enroll and what your effective date of coverage is. If you are eligible to enroll as described under "Who Is Eligible" in this "Premiums, Eligibility, and Enrollment" section, you may enroll yourself and any eligible Dependents by submitting a Health Plan–approved enrollment application and a Senior Advantage Election Form (one form completed and signed by each Medicare beneficiary) to your Group within 31 days.

If you are already a Health Plan Member who lives in the Senior Advantage Service Area, we will mail you information about joining Senior Advantage and a Senior Advantage Election Form shortly before you reach age 65.

Note: If you currently have a Medigap Policy that includes coverage for prescription drugs, you must contact your Medigap issuer and tell them you have enrolled in Senior Advantage, which includes Medicare Part D prescription drug coverage. If you decide to keep your current Medigap Policy, your Medigap issuer will remove the prescription drug coverage portion of your Medigap Policy and adjust your premium.

Effective date of Senior Advantage coverage

After we receive your completed Senior Advantage Election Form, we will submit your enrollment to CMS and send you a notice indicating the effective date of your Senior Advantage coverage (subject to confirmation by CMS). Your effective date will depend on whether you are first becoming entitled to Medicare Part B, or if you are already entitled to it.

If you will soon become entitled to Medicare Part B, your election will be effective on the first day of the month in which you are entitled to Medicare Part B. If you are already entitled to Medicare Part B, we will notify you of your effective date. Your effective date will generally be determined by the date we receive your completed Election Form and the effective date of your Group coverage. There are other factors used to determine your effective date; for more information please call our Member Service Call Center.

Once CMS confirms your enrollment, we will send you written notification. If CMS does not confirm your enrollment in Medicare before your effective date, you still must receive your care from us, beginning on your effective date, just as if your enrollment had been confirmed. If CMS tells us that you are not entitled to Medicare Part B, we will notify you and request that you contact the Social Security Administration to clarify your Medicare status. If, after contacting the Social Security Administration, it is confirmed that you are still not entitled to Medicare Part B, you will be billed for any Services we have provided you unless you are an existing Member under another Kaiser Permanente plan (for example, Kaiser Permanente Traditional Plan). Members will be responsible for any amounts owed under their other plan and should contact their Group's benefits administrator for details.

Group open enrollment

You may enroll as a Subscriber (along with any eligible Dependents), and existing Subscribers may add eligible Dependents, by submitting a Health Plan–approved enrollment application and a Senior Advantage Election

Form (one for each Medicare beneficiary) to your Group during the open enrollment period. Your Group will let you know when the open enrollment period begins and ends and the effective date of coverage.

How to Obtain Services

As a Member, you are selecting our medical care program to provide your health care. You must receive all covered care from Plan Providers inside our Service Area, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
- Authorized referrals as described under "Getting a Referral" in this "How to Obtain Services" section
- Out-of-area dialysis care as described under "Dialysis Care" in the "Benefits and Cost Sharing" section
- Prescription drugs from Non–Plan Pharmacies as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section
- Visiting member care as described under "Visiting Other Regions" in this "How to Obtain Services" section

Our medical care program gives you access to all of the covered Services you may need, such as routine care with your own personal Plan Physician, hospital care, laboratory and pharmacy Services, Emergency Care, Urgent Care, and other benefits described in the "Benefits and Cost Sharing" section.

Your Primary Care Plan Physician

Your primary care Plan Physician plays an important role in coordinating your medical care needs, including hospital stays and referrals to specialists. We encourage you to choose a primary care Plan Physician. You may select a primary care Plan Physician from any of our available Plan Physicians who practice in these specialties: internal medicine, family medicine, and pediatrics. Also, women can select any available primary care Plan Physician from obstetrics/gynecology. You can change your primary care Plan Physician for any reason. To learn how to select a primary care Plan Physician, please call our Member Service Call Center. You can find a directory of our Plan Physicians on our Web site at **kp.org**.

Routine Care

If you need to make a routine care appointment, please refer to *Your Guidebook to Kaiser Permanente Services (Your Guidebook)* for appointment telephone numbers, or go to our Web site at **kp.org** to request an appointment online. Routine appointments are for medical needs that aren't urgent (such as routine checkups and school physicals). Try to make your routine care appointments as far in advance as possible.

Urgent Care

When you are sick or injured, you may have an Urgent Care need. An Urgent Care need is one that requires prompt medical attention but is not an Emergency Medical Condition. If you think you may need Urgent Care, call the appropriate appointment or advice nurse telephone number at a Plan Facility. Please refer to *Your Guidebook* for advice nurse and Plan Facility telephone numbers.

For information about Urgent Care from Non–Plan Providers, please refer to the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section.

Our Advice Nurses

We know that sometimes it's difficult to know what type of care you need. That's why we have telephone advice nurses available to assist you. Our advice nurses are registered nurses (RNs) specially trained to help assess medical symptoms and provide advice over the phone, when medically appropriate. Whether you are calling for advice or to make an appointment, you can speak to an advice nurse. They can often answer questions about a minor concern, tell you what to do if a Plan Medical Office is closed, or advise you about what to do next, including making a same-day Urgent Care appointment for you if it's medically appropriate. To reach an advice nurse, please refer to *Your Guidebook* for the telephone numbers.

Getting a Referral

Referrals to Plan Providers

Primary care. Primary care Plan Physicians provide primary medical care, including pediatric care and

obstetrics/gynecology care. You don't need a referral to receive primary care from Plan Physicians in the following areas: internal medicine, family medicine, obstetrics/gynecology, family planning, and pediatrics.

Specialty care. Plan Physicians who are specialists provide specialty care in areas such as surgery, orthopedics, cardiology, oncology, urology, and dermatology. A Plan Physician must refer you before you can be seen by one of our specialists except that you do not need a referral to receive care in the following areas: optometry, psychiatry, and chemical dependency. Please check *Your Guidebook* to see if your facility has other departments that don't require a referral.

Medical Group authorization procedure for certain referrals

The following Services require prior authorization by the Medical Group for the Services to be covered (prior authorization means that the Medical Group must approve the Services in advance for the Services to be covered):

- **Services not available from Plan Providers.** If your Plan Physician decides that you require covered Services not available from Plan Providers, he or she will recommend to the Medical Group that you be referred to a Non–Plan Provider inside or outside our Service Area. The appropriate Medical Group designee will authorize the Services if he or she determines that they are Medically Necessary and are not available from a Plan Provider. Referrals to Non–Plan Physicians will be for a specific treatment plan, which may include a standing referral if ongoing care is prescribed. Please ask your Plan Physician what Services have been authorized
- **Durable medical equipment (DME).** If your Plan Physician prescribes a DME item, he or she will submit a written referral to the Plan Hospital's DME coordinator, who will authorize the DME item if he or she determines that your DME coverage includes the item and that the item is listed on our formulary for your condition. If the item doesn't appear to meet our DME formulary guidelines, then the DME coordinator will contact the Plan Physician for additional information. If the DME request still doesn't appear to meet our DME formulary guidelines, it will be submitted to the Medical Group's designee Plan Physician, who will authorize the item if he or she determines that it is Medically Necessary. For more information about our DME formulary, please refer to "Durable Medical Equipment for Home Use" in the "Benefits and Cost Sharing" section
- **Ostomy and urological supplies.** If your Plan Physician prescribes ostomy or urological supplies, he or she will submit a written referral to the Plan Hospital's designated coordinator, who will authorize the item if he or she determines that it is covered and the item is listed on our soft goods formulary for your condition. If the item doesn't appear to meet our soft goods formulary guidelines, then the coordinator will contact the Plan Physician for additional information. If the request still doesn't appear to meet our soft goods formulary guidelines, it will be submitted to the Medical Group's designee Plan Physician, who will authorize the item if he or she determines that it is Medically Necessary. For more information about our soft goods formulary, please refer to "Ostomy and Urological Supplies" in the "Benefits and Cost Sharing" section
- **Transplants.** If your Plan Physician makes a written referral for a transplant, the Medical Group's regional transplant advisory committee or board (if one exists) will authorize the Services if it determines that they are Medically Necessary. In cases where no transplant committee or board exists, the Medical Group will refer you to physician(s) at a transplant center, and the Medical Group will authorize the Services if the transplant center's physician(s) determine that they are Medically Necessary. Note: A Plan Physician may provide or authorize a corneal transplant without using this Medical Group transplant authorization procedure

Decisions regarding requests for authorization will be made only by licensed physicians or other appropriately licensed medical professionals.

Medical Group's decision time frames. The applicable Medical Group designee will make the authorization decision within the time frame appropriate for your condition, but no later than five business days after receiving all the information (including additional examination and test results) reasonably necessary to make the decision, except that decisions about urgent Services will be made no later than 72 hours after receipt of the information reasonably necessary to make the decision. If the Medical Group needs more time to make the decision because it doesn't have information reasonably necessary to make the decision, or because it has requested consultation by a particular specialist, you and your treating physician will be informed about the additional information, tests, or specialist that are needed, and the date that the Medical Group expects to make a decision.

Your treating physician will be informed of the decision within 24 hours after the decision is made. If the Services

are authorized, your physician will be informed of the scope of the authorized Services. If the Medical Group does not authorize all of the Services, you will be sent a written decision and explanation within two business days after the decision is made. The letter will include information about your appeal rights, which are described in the "Dispute Resolution" section. Any written criteria that the Medical Group uses to make the decision to authorize, modify, delay, or deny the request for authorization will be made available to you upon request.

Cost Sharing. The Cost Sharing for these referral Services is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

More information. This description is only a brief summary of the authorization procedure. The policies and procedures (including a description of the authorization procedure or information about the authorization procedure applicable to some Plan Providers other than Kaiser Foundation Hospitals and the Medical Group) are available upon request from our Member Service Call Center. Please refer to "Post-Stabilization Care" in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section for authorization requirements that apply to Post-Stabilization Care.

Second Opinions

If you request a second opinion, it will be provided to you when Medically Necessary by an appropriately qualified medical professional. This is a physician who is acting within his or her scope of practice and who possesses a clinical background related to the illness or condition associated with the request for a second medical opinion. Here are some examples of when a second opinion is Medically Necessary:

- Your Plan Physician has recommended a procedure and you are unsure about whether the procedure is reasonable or necessary
- You question a diagnosis or plan of care for a condition that threatens substantial impairment or loss of life, limb, or bodily functions
- The clinical indications are not clear or are complex and confusing
- A diagnosis is in doubt due to conflicting test results
- The Plan Physician is unable to diagnose the condition
- The treatment plan in progress is not improving your medical condition within an appropriate period of time, given the diagnosis and plan of care
- You have concerns about the diagnosis or plan of care

You can either ask your Plan Physician to help you arrange for a second medical opinion, or you can make an appointment with another Plan Physician. If the Medical Group determines that there isn't a Plan Physician who is an appropriately qualified medical professional for your condition, the Medical Group will authorize a referral to a Non–Plan Physician for a Medically Necessary second opinion.

Cost Sharing. The Cost Sharing for these referral Services is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

Contracts with Plan Providers

How Plan Providers are paid

Health Plan and Plan Providers are independent contractors. Plan Providers are paid in a number of ways, such as salary, capitation, per diem rates, case rates, fee for service, and incentive payments. To learn more about how Plan Physicians are paid to provide or arrange medical and hospital care for Members, please ask your Plan Physician or call our Member Service Call Center.

Financial liability

Our contracts with Plan Providers provide that you are not liable for any amounts we owe. However, you may be liable for the cost of noncovered Services you obtain from Plan Providers or Non–Plan Providers.

Termination of a Plan Provider's contract and completion of Services

If our contract with any Plan Provider terminates while you are under the care of that provider, we will retain financial responsibility for covered care you receive from that provider until we make arrangements for the Services to be provided by another Plan Provider and notify you of the arrangements.

Completion of Services. If you are undergoing treatment for specific conditions from a Plan Physician (or certain other providers) when the contract with him or her ends (for reasons other than medical disciplinary cause, criminal activity, or the provider's voluntary termination), you may be eligible to continue receiving covered care from the terminated provider for your condition. The conditions that are subject to this continuation of care provision are:

- Certain conditions that are either acute, or serious and chronic. We may cover these Services for up to 90 days, or longer if necessary for a safe transfer of care to a Plan Physician or other contracting provider as determined by the Medical Group
- A high-risk pregnancy or a pregnancy in its second or third trimester. We may cover these Services through postpartum care related to the delivery, or longer if Medically Necessary for a safe transfer of care to a Plan Physician as determined by the Medical Group

The Services must be otherwise covered under this *EOC*. Also, the terminated provider must agree in writing to our contractual terms and conditions and comply with them for Services to be covered by us. The Cost Sharing for the Services of a terminated provider is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

For more information about this provision, or to request the Services, please call our Member Service Call Center.

Visiting Other Regions

If you visit the service area of another Region temporarily (not more than 90 days), you can receive visiting member care from designated providers in that area. Visiting member care is described in our visiting member brochure. Visiting member care and your out-of-pocket costs may differ from the covered Services and Cost Sharing described in this *EOC*.

The 90-day limit on visiting member care does not apply to a Dependent child who attends an accredited college or accredited vocational school. The service areas and facilities where you may obtain visiting member care may change at any time without notice.

Please call our Member Service Call Center for more information about visiting member care, including facility locations in the service area of another Region, and to request a copy of the visiting member brochure.

Your Identification Card

Each Member's Kaiser Permanente identification card has a medical record number on it, which you will need when you call for advice, make an appointment, or go to a provider for covered care. When you get care, please bring your Kaiser Permanente ID card and a photo ID. Your medical record number is used to identify your medical records and membership information. Your medical record number should never change. Please call our Member Service Call Center if we ever inadvertently issue you more than one medical record number or if you need to replace your Kaiser Permanente ID card.

Your ID card is for identification only. To receive covered Services, you must be a current Member. Anyone who is not a Member will be billed as a non-Member for any Services he or she receives. If you let someone else use your ID card, we may keep your ID card and terminate your membership as described under "Termination for Cause" in the "Termination of Membership" section.

Getting Assistance

We want you to be satisfied with the health care you receive from Kaiser Permanente. If you have any questions or concerns, please discuss them with your primary care Plan Physician or with other Plan Providers who are treating you. They are committed to your satisfaction and want to help you with your questions.

Most Plan Facilities have an office staffed with representatives who can provide assistance if you need help obtaining Services. At different locations, these offices may be called Member Services, Patient Assistance, or Customer Service. In addition, our Member Service Call Center representatives are available to assist you seven days a week from 8 a.m. to 8 p.m. toll free at 1-800-443-0815 or 1-800-777-1370 (TTY for the deaf, hard of hearing, or speech impaired). For your convenience, you can also contact us through our Web site at **kp.org**.

Member Services representatives at our Plan Facilities and Member Service Call Center can answer any questions you have about your benefits, available Services, and the facilities where you can receive care. For example, they can explain your Health Plan benefits, how to make your first medical appointment, what to do if you move, what to do if you need care while you are traveling, and how to replace your ID card. These representatives can also help you if you need to file a claim as described in the "Requests for Payment or Services" section or with any issues as described in the "Dispute Resolution" section.

Plan Facilities

At most of our Plan Facilities, you can usually receive all the covered Services you need, including specialty care, pharmacy, and lab work. You are not restricted to a

particular Plan Facility, and we encourage you to use the facility that will be most convenient for you:

- All Plan Hospitals provide inpatient Services and are open 24 hours a day, seven days a week
- Emergency Care is available from Plan Hospital Emergency Departments as described in *Your Guidebook* (please refer to *Your Guidebook* for Emergency Department locations in your area)
- Same-day Urgent Care appointments are available at many locations (please refer to *Your Guidebook* for Urgent Care locations in your area)
- Many Plan Medical Offices have evening and weekend appointments
- Many Plan Facilities have a Member Services Department (refer to *Your Guidebook* for locations in your area)
- Most Plan Medical Offices include pharmacy Services (refer to *Kaiser Permanente Medicare Part D Pharmacy Directory* for pharmacy locations)

Plan Hospitals and Plan Medical Offices

The following is a list of Plan Hospitals and most Plan Medical Offices in our Service Area. Please refer to *Your Guidebook* for the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services. Additional Plan Medical Offices are listed in *Your Guidebook* and on our Web site at **kp.org**. This list is subject to change at any time without notice. If there is a change to this list of Plan Facilities, we will update this list in any Plan evidence of coverage issued after that date. If you have any questions about the current locations of Plan Facilities, please call our Member Service Call Center.

Alameda

- Medical Offices: 2417 Central Ave.

Antioch

- Hospital and Medical Offices: 5601 Deer Valley Rd.
- Medical Offices: 3400 Delta Fair Blvd.

Campbell

- Medical Offices: 220 E. Hacienda Ave.

Clovis

- Medical Offices: 2071 Herndon Ave.

Daly City

- Medical Offices: 395 Hickey Blvd.

Davis

- Medical Offices: 1955 Cowell Blvd.

Elk Grove

- Medical Offices: 9201 Big Horn Blvd.

Fairfield

- Medical Offices: 1550 Gateway Blvd.

Folsom

- Medical Offices: 2155 Iron Point Rd.

Fremont

- Hospital and Medical Offices: 39400 Paseo Padre Pkwy.
- Medical Offices: 43971 Boscell Road

Fresno

- Hospital and Medical Offices: 7300 N. Fresno St.

Gilroy

- Medical Offices: 7520 Arroyo Circle

Hayward

- Hospital and Medical Offices: 27400 Hesperian Blvd.

Lincoln

- Medical Offices: 1900 Dresden Dr.

Livermore

- Medical Offices: 3000 Las Positas Rd.

Manteca

- Hospital and Medical Offices: 1777 W. Yosemite Ave.
- Medical Offices: 1721 W. Yosemite Ave.

Martinez

- Medical Offices: 200 Muir Rd.

Mill Valley

- Medical Offices: 1206 Strawberry Village

Milpitas

- Medical Offices: 770 E. Calaveras Blvd.

Modesto

- Medical Offices: 3800 Dale Rd. and 4601 Dale Rd.
- Please refer to *Your Guidebook* for other Plan Providers in Stanislaus County

Mountain View

- Medical Offices: 555 Castro St.

Napa

- Medical Offices: 3285 Claremont Way

Novato

- Medical Offices: 97 San Marin Dr.

Oakhurst

- Medical Offices: 40595 Westlake Dr.

Oakland

- Hospital and Medical Offices: 280 W. MacArthur Blvd.

Petaluma

- Medical Offices: 3900 Lakeville Hwy.

Pleasanton

- Medical Offices: 7601 Stoneridge Dr.

Rancho Cordova

- Medical Offices: 10725 International Dr.

Redwood City

- Hospital and Medical Offices: 1150 Veterans Blvd.

Richmond

- Hospital and Medical Offices: 901 Nevin Ave.

Rohnert Park

- Medical Offices: 5900 State Farm Dr.

Roseville

- Hospital and Medical Offices: 1600 Eureka Rd.
- Medical Offices: 1001 Riverside Ave.

Sacramento

- Hospitals and Medical Offices: 2025 Morse Ave. and 6600 Bruceville Rd.
- Medical Offices: 1650 Response Rd. and 2345 Fair Oaks Blvd.

San Bruno

- Medical Offices: 901 El Camino Real

San Francisco

- Hospital and Medical Offices: 2425 Geary Blvd.

San Jose

- Hospital and Medical Offices: 250 Hospital Pkwy.

San Rafael

- Hospital and Medical Offices: 99 Montecillo Rd.
- Medical Offices: 1033 3rd St.

Santa Clara

- Hospital and Medical Offices: 710 Lawrence Expwy.

Santa Rosa

- Hospital and Medical Offices: 401 Bicentennial Way

Selma

- Medical Offices: 2651 Highland Ave.

South San Francisco

- Hospital and Medical Offices: 1200 El Camino Real

Stockton

- Hospital: 525 W. Acacia St. (Dameron Hospital)
- Medical Offices: 7373 West Ln.

Tracy

- Medical Offices: 2185 W. Grant Line Rd.

Turlock

- Hospital: 825 Delbon Ave. (Emanuel Medical Center)

Union City

- Medical Offices: 3553 Whipple Rd.

Vacaville

- Medical Offices: 3700 Vaca Valley Pkwy.

Vallejo

- Hospital and Medical Offices: 975 Sereno Dr.

Walnut Creek

- Hospital and Medical Offices: 1425 S. Main St.
- Medical Offices: 320 Lennon Ln.

Your Guidebook to Kaiser Permanente Services

Plan Medical Offices and Plan Hospitals for your area are listed in greater detail in *Your Guidebook to Kaiser Permanente Services (Your Guidebook). Your Guidebook* describes the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services. It includes additional facilities that are not listed in this "Plan Facilities" section. Also, it explains how to use our Services and make appointments, lists hours of operation, and includes a detailed telephone directory for appointments and advice. *Your Guidebook* provides other important information, such as preventive care guidelines and your Member rights and responsibilities. *Your Guidebook* is subject to change and is periodically updated. We mail it annually and you can get a copy by calling our Member Service Call Center or by visiting our Web site at **kp.org**.

Pharmacy Directory

The *Kaiser Permanente Medicare Part D Pharmacy Directory* lists the locations of Plan Pharmacies, which

are also called "network pharmacies." The pharmacy directory provides additional information about obtaining prescription drugs. It is subject to change and periodically updated. We mail it annually and you can get a copy by calling our Member Service Call Center or by visiting our Web site at **kp.org/seniormedrx**.

Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers

This "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section explains how to obtain covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care from Non–Plan Providers. We do not cover the Non–Plan Provider care discussed in this section unless it meets both of the following requirements:

- This "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section says that we cover the care
- The care would be covered under the "Benefits and Cost Sharing" section (subject to the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section) if you received the care from a Plan Provider

Prior Authorization

You do not need to get prior authorization from us to get Emergency Care or Out-of-Area Urgent Care from Non–Plan Providers. However, you must get prior authorization from us for Post-Stabilization Care from Non–Plan Providers (prior authorization means that we must approve the Services in advance for the Services to be covered), except as otherwise described in this section.

Emergency Care

If you have an Emergency Medical Condition, call 911 or go to the nearest hospital (including an emergency room or urgent care center). When you have an Emergency Medical Condition, we cover Emergency Care anywhere in the world.

An Emergency Medical Condition is: (1) a medical or psychiatric condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that you could reasonably expect the absence of immediate medical attention to result in serious jeopardy to your health or body functions or organs; or (2) active labor when there isn't enough time for safe transfer to a Plan Hospital (or designated hospital) before delivery or if transfer poses a threat to your (or your unborn child's) health and safety.

For ease and continuity of care, we encourage you to go to a Plan Hospital Emergency Department listed in *Your Guidebook* if you are inside our Service Area, but only if it is reasonable to do so, considering your condition or symptoms.

Post-Stabilization Care

Post-Stabilization Care is the Services you receive after your treating physician determines that your Emergency Medical Condition is Clinically Stable.

We cover Post-Stabilization Care if one of the following is true:

- We provide or authorize the care
- The care was Medically Necessary to maintain stabilization and it was administered within one hour following a request for authorization and we have not yet responded
- The Non–Plan Provider and we do not agree about your care and a Plan Physician is not available for consultation
- In the rare circumstance that we are unavailable or cannot be contacted

Covered Post-Stabilization Care is effective until one of the following events occurs:

- You are discharged from the Non–Plan Hospital
- We assume responsibility for your care
- The Non–Plan Provider and we agree to other arrangements

To request authorization to receive Post-Stabilization Care from a Non–Plan Provider, the Non–Plan Provider must call us toll free at **1-800-225-8883** (TTY users call 711) or the notification telephone number on your Kaiser Permanente ID card *before* you receive the care. After we are notified, we will discuss your condition with the Non–Plan Provider. If we decide that your Post-Stabilization Care would be covered if you received it from a Plan Provider, we will authorize your care from the Non–Plan Provider or arrange to have a Plan Provider (or other designated provider) provide the care with the treating physician's concurrence. If we decide to have a Plan Hospital, Plan Skilled Nursing Facility, or designated Non–Plan Provider provide your care, we

may authorize special transportation services that are medically required to get you to the provider. This may include transportation that is otherwise not covered.

Be sure to ask the Non–Plan Provider to tell you what care (including any transportation) we have authorized because we will not cover unauthorized Post-Stabilization Care or related transportation provided by Non–Plan Providers, except as otherwise described in this section. Also, you will only be held financially liable if you are notified by the Non–Plan Provider or us about your potential liability.

Urgent Care

Inside the Service Area

In the event of unusual circumstances that delay or render impractical the provision of Services under this *EOC* (such as major disaster, epidemic, war, riot, and civil insurrection), we cover Urgent Care inside our Service Area from a Non–Plan Provider.

Out-of-Area Urgent Care

If you have an Urgent Care need due to an unforeseen illness or unforeseen injury, we cover Medically Necessary Services to prevent serious deterioration of your health from a Non–Plan Provider if all of the following are true:

- You receive the Services from Non–Plan Providers while you are temporarily outside our Service Area
- You reasonably believed that your health would seriously deteriorate if you delayed treatment until you returned to our Service Area

Follow-up Care

We do not cover follow-up care provided by Non–Plan Providers unless it is covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care described in this "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section.

Payment and Reimbursement

If you receive Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care from a Non–Plan Provider outside the United States and its territories, you must pay the provider and file a claim for reimbursement unless the provider agrees to bill us. Also, you may be required to pay and file a claim for any Services prescribed by a Non–Plan Provider in conjunction with covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care even if you receive the Services from a Plan Provider, such as a Plan Pharmacy. To request payment or reimbursement, you must file a claim as described under "Requests for Payment" in the "Requests for Payment or Services" section.

Cost Sharing

The Cost Sharing for Emergency Care, Post-Stabilization Care, Out-of-Area Urgent Care, and out-of-area dialysis care from a Non–Plan Provider is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section. We will reduce any payment we make to you or the Non–Plan Provider by applicable Cost Sharing.

Also, if Medicare is the secondary payer by law, we will reduce our payment by any amounts paid or payable (or that in the absence of this plan would have been payable) for the Services under any insurance policy, or any other contract or coverage, or any government program except Medicaid.

Benefits and Cost Sharing

We cover the Services described in this "Benefits and Cost Sharing" section, subject to all provisions in the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section, only if all of the following conditions are satisfied:

- The Services are Medically Necessary
- The Services are provided, prescribed, authorized, or directed by a Plan Physician except where specifically noted to the contrary in the sections listed below for the following Services:
  - emergency ambulance Services as described under "Ambulance Services" in this "Benefits and Cost Sharing" section
  - Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
  - out-of-area dialysis care as described under "Dialysis Care" in this "Benefits and Cost Sharing" section
  - visiting member care as described under "Visiting Other Regions" in the "How to Obtain Services" section
- You receive the Services from Plan Providers inside our Service Area, except where specifically noted to the contrary in the sections listed below for the following Services:

- emergency ambulance Services as described under "Ambulance Services" in this "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
- authorized referrals as described under "Getting a Referral" in the "How to Obtain Services" section
- out-of-area dialysis care as described under "Dialysis Care" in this "Benefits and Cost Sharing" section
- prescription drugs from Non–Plan Pharmacies as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section
- visiting member care as described under "Visiting Other Regions" in the "How to Obtain Services" section

The only Services we cover under this *EOC* are those that this "Benefits and Cost Sharing" section says that we cover, subject to exclusions and limitations described in this "Benefits and Cost Sharing" section and to all provisions in the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section. The "Exclusions, Limitations, Coordination of Benefits, and Reductions" section describes exclusions, limitations, reductions, and coordination of benefits provisions that apply to all Services that would otherwise be covered. When an exclusion or limitation applies only to a particular benefit, it is listed in the description of that benefit in this "Benefits and Cost Sharing" section. Also, please refer to:

- The "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section for information about how to obtain covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care from Non–Plan Providers
- *Your Guidebook* for the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services

Cost Sharing (Copayments and Coinsurance)

At the time you receive covered Services, you must pay your Cost Sharing amounts as described in this "Benefits and Cost Sharing" section. If you receive more than one Service from a provider, or Services from more than one provider, you may be required to pay separate Cost Sharing amounts for each Service and each provider. For example, if you receive Services from two specialists in one visit, you may have to pay the Cost Sharing for two specialist visits. Similarly, if your physician performs a procedure immediately after a consultation, you may have to pay separate Cost Sharing amounts for the consultation visit and for the procedure. If you have questions about Cost Sharing, please contact our Member Service Call Center.

In some cases, we may agree to bill you for your Cost Sharing amount.

Copayments and Coinsurance

The Copayment or Coinsurance you must pay for each covered Service is described in this "Benefits and Cost Sharing" section. Cost Sharing is due at the time you receive the Services, except for the following:

- For items ordered in advance, you pay the Cost Sharing in effect on the order date (although we will not cover the item unless you still have coverage for it on the date you receive it) and you may be required to pay the Cost Sharing before the item is ordered

Changes to national coverage rules. The Medicare program can change its national coverage rules at any time. These changes could affect your benefits. In some cases, if your benefits increase, Original Medicare will pay for the benefit for a limited time. In those cases, you may have to pay Original Medicare Coinsurance for the Services. Once the Services become part of your regular Senior Advantage benefits (usually at the beginning of the next calendar year), the Services will be subject to all applicable Senior Advantage Copayments and Coinsurance rather than Original Medicare coinsurance.

Annual out-of-pocket maximum

There is a limit to the total amount of Cost Sharing you must pay under this *EOC* in a calendar year for all of the covered Services listed below that you receive in the same calendar year. The limit is one of the following amounts:

- **$1,500** per calendar year for self-only enrollment (a Family Unit of one Member)
- **$1,500** per calendar year for any one Member in a Family Unit of two or more Members
- **$3,000** per calendar year for an entire Family Unit of two or more Members

If you are a Member in a Family Unit of two or more Members, you reach the annual out-of-pocket maximum either when you meet the maximum for any one Member, or when your Family Unit reaches the Family Unit maximum. For example, suppose you have reached the **$1,500** maximum. For Services subject to the

maximum, you will not pay any more Cost Sharing during the rest of the calendar year, but each other Member in your Family Unit must continue to pay Cost Sharing during the calendar year until your Family Unit reaches the maximum of **$3,000**.

Payments that count toward the maximum. The Copayments and Coinsurance you pay for the following Services apply toward the annual out-of-pocket maximum:

- Ambulance Services
- Emergency Department and Out-of-Area Urgent Care visits
- Home health care
- Hospice care
- Hospital care
- Imaging, laboratory, and special procedures
- Office visits (including professional Services such as dialysis treatment, health education, and physical, occupational, and speech therapy)
- Outpatient surgery
- Skilled Nursing Facility care

Keeping track of the maximum. When you pay a Cost Sharing amount for a Service that applies toward the annual out-of-pocket maximum, ask for and keep the receipt. When the receipts add up to the annual out-of-pocket maximum, please call our Member Service Call Center to find out where to turn in your receipts. When you turn them in, we will give you a document stating that you don't have to pay any more Cost Sharing for Services subject to the annual out-of-pocket maximum through the end of the calendar year.

Special Note about Clinical Trials

Original Medicare covers routine costs if you take part in a clinical trial that meets Medicare requirements. We do not cover clinical trials because they are experimental or investigational. Routine costs include costs like room and board for a hospital stay that Medicare would pay for even if you weren't in a trial, an operation to implant an item that is being tested, and items and services to treat side effects and complications arising from the new care. Generally, Medicare will not cover the costs of experimental care, such as the drugs or devices being tested in a clinical trial.

There are certain requirements for Medicare coverage of clinical trials. If you participate as a patient in a clinical trial that meets Medicare requirements, the Original Medicare Plan (and not Senior Advantage) pays the clinical trial doctors and other providers for the covered services you get that are related to the clinical trial. When you are in a clinical trial, you may stay enrolled in Senior Advantage. You should continue to come to Plan Providers for all covered Services that are not part of the clinical trial.

You will have to pay the same coinsurance amounts charged under Original Medicare for the services you receive when participating in a qualifying clinical trial. To find out how much you will have to pay for Medicare covered clinical trials, please refer to the "Medicare & You" handbook. Also, to learn more about what Medicare covers, please refer to the "Medicare and Clinical Trials" brochure. To get a free copy, call Medicare directly toll free at 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048) 24 hours a day, seven days a week, or visit **www.medicare.gov** on the Web.

You don't need to get a referral from a Plan Provider to join a clinical trial covered by Medicare, and the clinical trial providers don't need to be Plan Providers. However, you should tell us before you join a clinical trial outside of Kaiser Permanente so we can keep track of your Services.

Outpatient Care

We cover the following outpatient care for preventive medicine, diagnosis, and treatment subject to the Cost Sharing indicated:

- Primary and specialty care visits: **a $5 Copayment per visit**, except for the following:
  - allergy injection visits: **a $3 Copayment per visit**
- Routine preventive physical exams, including well-woman visits and a physical exam within 6 months after becoming entitled to Medicare Part B: **a $5 Copayment per visit**
- Routine preventive hearing tests to determine the need for hearing correction: **a $5 Copayment per visit**
- Glaucoma screenings in accord with Medicare guidelines and routine preventive refraction exams to determine the need for vision correction and to provide a prescription for eyeglass lenses: **a $5 Copayment per visit**
- Family planning visits for counseling, or to obtain emergency contraceptive pills, injectable contraceptives, internally implanted time-release contraceptives, or intrauterine devices (IUDs): **a $5 Copayment per visit**

- Outpatient surgery and other outpatient procedures: **a $5 Copayment per procedure**
- Voluntary termination of pregnancy: **a $5 Copayment per procedure**
- Manual manipulation of the spine to correct subluxation, as covered by Medicare, is provided when prescribed by a Plan Physician and performed by a Plan Provider who is an osteopath or chiropractor: **a $5 Copayment per visit**
- Emergency Department and Out-of-Area Urgent Care visits: **a $5 Copayment per visit**. This Copayment does not apply if you are admitted directly to the hospital as an inpatient within 24 hours for the same condition (it does apply if you are admitted as anything other than an inpatient; for example, it does apply if you are admitted for observation)
- House calls by a Plan Physician (or a Plan Provider who is a registered nurse) inside our Service Area when care can best be provided in your home as determined by a Plan Physician: **no charge**
- Blood, blood products, and their administration: **no charge**
- Administered drugs (drugs, injectables, radioactive materials used for therapeutic purposes, and allergy test and treatment materials) prescribed in accord with our drug formulary guidelines, if administration or observation by medical personnel is required and they are administered to you in a Plan Medical Office or during home visits: **no charge**
- Vaccines (immunizations) administered to you in a Plan Medical Office: **no charge**
- Preventive health screenings, such as screening and tests for colorectal cancer in accord with Medicare guidelines: **a $5 Copayment per procedure**
- Some types of outpatient visits may be available as group appointments, which are covered at **a $2 Copayment per visit**

Note: Vaccines covered by Medicare Part D are not covered under this "Outpatient Care" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

The following types of outpatient Services are covered only as described under these headings in this "Benefits and Cost Sharing" section:

- Chemical Dependency Services
- Dental Services for Radiation Treatment and Dental Anesthesia
- Dialysis Care
- Durable Medical Equipment for Home Use
- Health Education
- Hearing Services
- Home Health Care
- Hospice Care
- Infertility Services
- Mental Health Services
- Ostomy and Urological Supplies
- Outpatient Imaging, Laboratory, and Special Procedures
- Outpatient Prescription Drugs, Supplies, and Supplements
- Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services
- Prosthetic and Orthotic Devices
- Reconstructive Surgery
- Transplant Services
- Vision Services

Special note about colon cancer screening

For Members age 50 and over, who are not at high risk of developing colon cancer, Medicare covers colonoscopy every 10 years or no sooner than four years after a sigmoidoscopy. You should consult with your Plan Physician to determine what is appropriate for you.

If you get a flexible sigmoidoscopy, you have a choice of having it performed by Plan Providers designated under Original Medicare or Senior Advantage guidelines. Under Original Medicare guidelines, a Plan Physician or a Plan Provider who is a physician assistant, nurse practitioner, or certified nurse specialist may perform the sigmoidoscopy. Under Senior Advantage guidelines, one of these Plan Providers or a Plan Provider who is a registered nurse may perform it. If you are going to get a flexible sigmoidoscopy, please let us know if you have a preference regarding which of these guidelines to use.

Hospital Inpatient Care

We cover the following inpatient Services at **no charge** in a Plan Hospital, when the Services are generally and customarily provided by acute care general hospitals inside our Service Area:

- Room and board, including a private room if Medically Necessary
- Specialized care and critical care units
- General and special nursing care

- Operating and recovery rooms
- Services of Plan Physicians, including consultation and treatment by specialists
- Anesthesia
- Drugs prescribed in accord with our drug formulary guidelines (for discharge drugs prescribed when you are released from the hospital, please refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Radioactive materials used for therapeutic purposes
- Durable medical equipment and medical supplies
- Imaging, laboratory, and special procedures
- Blood, blood products, and their administration
- Obstetrical care and delivery (including cesarean section). Note: If you are discharged within 48 hours after delivery (or within 96 hours if delivery is by cesarean section), your Plan Physician may order a follow-up visit for you and your newborn to take place within 48 hours after discharge
- Respiratory therapy
- Medical social services and discharge planning

The following types of inpatient Services are covered only as described under the following headings in this "Benefits and Cost Sharing" section:

- Chemical Dependency Services
- Dental Services for Radiation Treatment and Dental Anesthesia
- Dialysis Care
- Hospice Care
- Infertility Services
- Mental Health Services
- Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services
- Prosthetic and Orthotic Devices
- Reconstructive Surgery
- Religious Nonmedical Health Care Institution Services
- Skilled Nursing Facility Care
- Transplant Services

Ambulance Services

Emergency

When you have an Emergency Medical Condition, we cover emergency Services of a licensed ambulance anywhere in the world at **no charge**. In accord with the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section, we cover emergency ambulance Services that are not ordered by us only if one of the following is true:

- Your treating physician determines that you must be transported to another facility when you are not Clinically Stable because the care you need is not available at the treating facility
- You are not already being treated, and you reasonably believe that your condition requires ambulance transportation

Nonemergency

Inside our Service Area, we cover nonemergency ambulance Services in accord with Medicare guidelines at **no charge** if a Plan Physician determines that your condition requires the use of Services that only a licensed ambulance can provide and that the use of other means of transportation would endanger your health. These Services are covered only when the vehicle transports you to or from covered Services in accord with Medicare guidelines.

Ambulance Services exclusion

- Transportation by car, taxi, bus, gurney van, wheelchair van, and any other type of transportation (other than a licensed ambulance), even if it is the only way to travel to a Plan Provider

Chemical Dependency Services

Inpatient detoxification

We cover hospitalization at **no charge** in a Plan Hospital only for medical management of withdrawal symptoms, including room and board, Plan Physician Services, drugs, dependency recovery Services, education, and counseling.

Outpatient chemical dependency care

We cover the following Services for treatment of chemical dependency:

- Day-treatment programs (each day in a day-treatment program counts as one visit)
- Intensive outpatient programs (each day in an intensive outpatient program counts as one visit)

- Individual and group chemical dependency counseling visits
- Visits for the purpose of medical treatment for withdrawal symptoms

You pay the following for these covered Services:

- Individual visits: **a $5 Copayment per visit**
- Group visits: **a $2 Copayment per visit**

We cover methadone maintenance treatment at **no charge** for pregnant Members during pregnancy and for two months after delivery at a licensed treatment center approved by the Medical Group. We do not cover methadone maintenance treatment in any other circumstances.

Transitional residential recovery Services

We cover up to 60 days per calendar year of chemical dependency treatment in a nonmedical transitional residential recovery setting approved in writing by the Medical Group. We cover these Services at **a $100 Copayment per admission**. We do not cover more than 120 days of covered care in any five-consecutive-calendar-year period. These settings provide counseling and support services in a structured environment.

Residential rehabilitation

We cover up to 30 days per calendar year in a residential rehabilitation program approved in writing by the Medical Group. We cover these Services at **no charge**.

Note: The following Services are not covered under this "Chemical Dependency Services" section:

- Outpatient laboratory Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient self-administered drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)

Chemical dependency Services exclusion

- Services in a specialized facility for alcoholism, drug abuse, or drug addiction except as otherwise described in this "Chemical Dependency Services" section

Dental Services for Radiation Treatment and Dental Anesthesia

Dental Services for radiation treatment

We cover services covered by Medicare, including dental evaluation, X-rays, fluoride treatment, and extractions necessary to prepare your jaw for radiation therapy of cancer in your head or neck at **a $5 Copayment per visit** if a Plan Physician provides the Services or if the Medical Group authorizes a referral to a dentist (as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section).

Dental anesthesia

For dental procedures at a Plan Facility, we provide general anesthesia and the facility's Services associated with the anesthesia if all of the following are true:

- You are under age 7, or you are developmentally disabled, or your health is compromised
- Your clinical status or underlying medical condition requires that the dental procedure be provided in a hospital or outpatient surgery center
- The dental procedure would not ordinarily require general anesthesia

We do not cover any other Services related to the dental procedure, such as the dentist's Services, unless the Service is covered by Medicare.

For covered dental anesthesia Services, you will pay the **Cost Sharing that you would pay for hospital inpatient care or outpatient surgery, depending on the setting**.

Note: Outpatient prescription drugs are not covered under this "Dental Services for Radiation Treatment and Dental Anesthesia" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Dialysis Care

If the following criteria are met, we cover dialysis Services related to acute renal failure and end-stage renal disease:

- You satisfy all medical criteria developed by the Medical Group
- The facility is certified by Medicare
- A Plan Physician provides a written referral for your dialysis treatment except for out-of-area dialysis care

We also cover peritoneal home dialysis (including equipment, training, and medical supplies).

Out-of-area dialysis care

We cover dialysis for Members with end-stage renal disease that is needed while you are traveling temporarily outside our Service Area if the facility is certified by Medicare. There is no limit to the number of covered routine dialysis days. Although it is not required, we ask that you contact us before you leave our Service Area so we can coordinate your care when you are temporarily outside our Service Area. Please refer to your end-stage renal disease patient material for more information.

Note: The procedure for obtaining reimbursement for out-of-area dialysis care is described in the "Requests for Payment or Services" section.

You pay the following for these covered Services related to dialysis:

- Inpatient dialysis care: **no charge**
- One routine office visit per month with the multidisciplinary nephrology team: **no charge**
- All other office visits: **a $5 Copayment per visit**
- Hemodialysis treatment: **no charge**

Note: The following Services are not covered under this "Dialysis Care" section:

- Laboratory Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)

Durable Medical Equipment for Home Use

We cover durable medical equipment (DME) for use in your home (or another location used as your home as defined by Medicare) in accord with our DME formulary and Medicare guidelines. DME for home use is an item that is intended for repeated use, primarily and customarily used to serve a medical purpose, generally not useful to a person who is not ill or injured, and appropriate for use in the home.

Coverage is limited to the standard item of equipment that adequately meets your medical needs. Covered DME, including repair and replacement of covered DME, is covered at **no charge**. We decide whether to rent or purchase the equipment, and we select the vendor. We will repair or replace the equipment, unless the repair or replacement is due to misuse.

DME items for diabetes

The following diabetes blood-testing supplies and equipment and insulin-administration devices are covered under this "Durable Medical Equipment for Home Use" section:

- Blood glucose monitors and their supplies (such as blood glucose monitor test strips, lancets, and lancet devices)
- Insulin pumps and supplies to operate the pump

About our DME formulary

Our DME formulary includes the list of DME that is covered by Medicare or has been approved by our DME Formulary Executive Committee for our Members. Our DME formulary was developed by a multidisciplinary clinical and operational work group with review and input from Plan Physicians and medical professionals with DME expertise (for example: physical, respiratory, and enterostomal therapists and home health). A multidisciplinary DME Formulary Executive Committee is responsible for reviewing and revising the DME formulary. Our DME formulary is periodically updated to keep pace with changes in medical technology, Medicare guidelines, and clinical practice. To find out whether a particular DME item is included in our DME formulary, please call our Member Service Call Center.

Our formulary guidelines allow you to obtain nonformulary DME items (those not listed on our DME formulary for your condition) if they would otherwise be covered and the Medical Group determines that they are Medically Necessary as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section.

Note: The following items are not covered under this "Durable Medical Equipment for Home Use" section:

- Diabetes urine-testing supplies and insulin-administration devices other than insulin pumps (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- DME related to the terminal illness for Members who are receiving covered hospice care (instead, refer to

"Hospice Care" in this "Benefits and Cost Sharing" section)

Durable medical equipment for home use exclusions

- Comfort, convenience, or luxury equipment or features
- Exercise or hygiene equipment
- Dental appliances
- Nonmedical items, such as sauna baths or elevators
- Modifications to your home or car
- Devices for testing blood or other body substances (except diabetes blood glucose monitors and their supplies)
- Electronic monitors of the heart or lungs except infant apnea monitors

Health Education

We cover a variety of healthy living (health education) programs to help you take an active role in protecting and improving your health, including programs for tobacco-cessation, stress management, and chronic conditions (such as diabetes and asthma). We cover individual office visits at **a $5 Copayment per visit**. We provide all other covered Services at **no charge**. You can also participate in programs that we don't cover, which may require that you pay a fee.

For more information about our healthy living programs, please contact your local Health Education Department or call our Member Service Call Center, or go to our Web site at **kp.org.** *Your Guidebook* also includes information about our healthy living programs.

Note: In accord with Medicare guidelines, any diabetes self-management training courses accredited by the American Diabetes Association may be available to you if you receive a referral from a Plan Physician.

Hearing Services

We cover the following:

- Hearing tests to determine the appropriate hearing aid: **no charge**
- A **$2,500 Allowance** for each ear toward the price of a hearing aid every 36 months when prescribed by a Plan Physician or by a Plan Provider who is an audiologist. We will cover hearing aids for both ears only if both aids are required to provide significant improvement that is not obtainable with only one hearing aid. We will not provide the Allowance if we have covered (or provided an Allowance for) a hearing aid within the previous 36 months. Also, the Allowance can only be used at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later
- Visits to verify that the hearing aid conforms to the prescription: **no charge**
- Visits for fitting, counseling, adjustment, cleaning, and inspection after the warranty is exhausted: **no charge**

We select the provider or vendor that will furnish the covered hearing aid. Coverage is limited to the types and models of hearing aids furnished by the provider or vendor.

Note: The following Services are not covered under this "Hearing Services" section:

- Hearing tests to determine the need for hearing correction (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Services related to the ear or hearing other than those related to hearing aids described in this section (instead, refer to the applicable heading in this "Benefits and Cost Sharing" section)
- Cochlear implants and osseointegrated external hearing devices (instead, refer to "Prosthetic and Orthotic Devices" in this "Benefits and Cost Sharing" section)

Hearing Services exclusions

- Internally implanted hearing aids
- Replacement parts and batteries, repair of hearing aids, and replacement of lost or broken hearing aids (the manufacturer warranty may cover some of these)

Home Health Care

Home health care means Services provided in the home by nurses, medical social workers, home health aides, and physical, occupational, and speech therapists. We cover part-time or intermittent home health care in accord with Medicare guidelines at **no charge** only if all of the following are true:

- You are substantially confined to your home
- Your condition requires the Services of a nurse, physical therapist, or speech therapist (home health aide Services are not covered unless you are also getting covered home health care from a nurse, physical therapist, or speech therapist that only a licensed provider can provide)

- A Plan Physician determines that it is feasible to maintain effective supervision and control of your care in your home and that the Services can be safely and effectively provided in your home
- The Services are provided inside our Service Area
- The Services are covered by Medicare, such as part-time or intermittent skilled nursing care and part-time or intermittent Services of a home health aide

The following types of Services are covered in the home only as described under these headings in this "Benefits and Cost Sharing" section:

- Dialysis Care
- Durable Medical Equipment for Home Use
- Ostomy and Urological Supplies
- Outpatient Prescription Drugs, Supplies, and Supplements
- Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services
- Prosthetic and Orthotic Devices

Home health care exclusions

- Care of a type that an unlicensed family member or other layperson could provide safely and effectively in the home setting after receiving appropriate training. This care is excluded even if we would cover the care if it were provided by a qualified medical professional in a hospital or a Skilled Nursing Facility
- Care in the home if the home is not a safe and effective treatment setting

Hospice Care

Hospice care is a specialized form of interdisciplinary health care designed to provide palliative care and to alleviate the physical, emotional, and spiritual discomforts of a Member experiencing the last phases of life due to a terminal illness. It also provides support to the primary caregiver and the Member's family. A Member who chooses hospice care is choosing to receive palliative care for pain and other symptoms associated with the terminal illness, but not to receive care to try to cure the terminal illness. You may change your decision to receive hospice care benefits at any time.

We cover the hospice Services listed below at **no charge** only if all of the following requirements are met:

- You are not entitled to Medicare Part A
- A Plan Physician has diagnosed you with a terminal illness and determines that your life expectancy is 12 months or less
- The Services are provided inside our Service Area
- The Services are provided by a licensed hospice agency that is a Plan Provider
- The Services are necessary for the palliation and management of your terminal illness and related conditions

If all of the above requirements are met, we cover the following hospice Services, which are available on a 24-hour basis if necessary for your hospice care:

- Plan Physician Services
- Skilled nursing care, including assessment, evaluation, and case management of nursing needs, treatment for pain and symptom control, provision of emotional support to you and your family, and instruction to caregivers
- Physical, occupational, or speech therapy for purposes of symptom control or to enable you to maintain activities of daily living
- Respiratory therapy
- Medical social services
- Home health aide and homemaker services
- Palliative drugs prescribed for pain control and symptom management of the terminal illness for up to a 100-day supply in accord with our drug formulary guidelines. You must obtain these drugs from Plan Pharmacies. Certain drugs are limited to a maximum 30-day supply in any 30-day period (please call our Member Service Call Center for the current list of these drugs)
- Durable medical equipment
- Respite care when necessary to relieve your caregivers. Respite care is occasional short-term inpatient care limited to no more than five consecutive days at a time
- Counseling and bereavement services
- Dietary counseling
- The following care during periods of crisis when you need continuous care to achieve palliation or management of acute medical symptoms:
  - nursing care on a continuous basis for as much as 24 hours a day as necessary to maintain you at home
  - short-term inpatient care required at a level that cannot be provided at home

Special note for Members with Medicare Part A

Medicare covers hospice care directly for Members with Medicare Part A. Although we do not cover hospice care, if your Plan Physician determines you are eligible for and you wish to elect hospice care, we will assist you in identifying Medicare-certified hospices, including any Kaiser Permanente hospice, in your area. The hospice will bill Medicare directly for the care ordered by the hospice team. In addition, the hospice may charge you **5 percent** of the reasonable cost of outpatient drugs or biologicals for pain relief and symptom management (up to a maximum of **$5** for each prescription). The hospice may also charge you approximately **$5** for each day of inpatient respite care. Note: If you elect hospice care, you are not entitled to any other benefits for the terminal illness under this *EOC* or Medicare. However, we will continue to cover the Services described in this *EOC* that are not related to the terminal illness. You may change your decision to receive hospice care at any time.

Note: We do cover hospice consultation services for terminally ill Members with Medicare Part A who have not yet elected the hospice benefit.

Infertility Services

We cover the following Services related to involuntary infertility:

- Services for diagnosis and treatment of involuntary infertility
- Artificial insemination

You pay the following for these Services related to involuntary infertility:

- Office visits: **a $5 Copayment per visit**
- Outpatient surgery and other outpatient procedures: **a $5 Copayment per procedure**
- Outpatient laboratory, imaging, and special procedures: **no charge**
- Hospital inpatient care (including room and board, imaging, laboratory, and special procedures, and Plan Physician Services): **no charge**

Note: Outpatient drugs, supplies, and supplements are not covered under this "Infertility Services" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Infertility Services exclusion

- Services to reverse voluntary, surgically induced infertility
- Semen and eggs (and Services related to their procurement and storage)

Mental Health Services

We cover mental health Services as specified below, except that any inpatient day limits specified in this "Mental Health Services" section under "Inpatient psychiatric care" do not apply to the following conditions:

- These severe mental illnesses: schizophrenia, schizoaffective disorder, bipolar disorder (manic-depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia nervosa, and bulimia nervosa
- A Serious Emotional Disturbance (SED) of a child under age 18, which means mental disorders as identified in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders*, other than a primary substance use disorder or developmental disorder, that results in behavior inappropriate to the child's age according to expected developmental norms, if the child also meets at least one of the following three criteria:
  - as a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either (a) the child is at risk of removal from the home or has already been removed from the home, or (b) the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment
  - the child displays psychotic features, or risk of suicide or violence due to a mental disorder
  - the child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the California Government Code

For all other mental health conditions, we cover mental health Services in accord with Medicare guidelines and coverage is limited to treatment for psychiatric conditions that are amenable to active treatment, and for which active treatment provides a reasonable prospect of improvement or maintenance at a functional level.

Outpatient mental health Services

We cover:

- Individual and group visits for diagnostic evaluation and psychiatric treatment

- Psychological testing
- Visits for the purpose of monitoring drug therapy

You pay the following for these covered Services:

- Individual visits: **a $5 Copayment per visit**
- Group visits: **a $2 Copayment per visit**

Inpatient psychiatric care

We cover up to 190 days per lifetime for acute psychiatric conditions in a Medicare-certified psychiatric hospital at **no charge**. The number of covered lifetime hospitalization days is reduced by the number of inpatient days for mental health treatment previously covered by Medicare in a psychiatric hospital. After you exhaust these lifetime days, we cover up to 45 days per calendar year.

Hospital alternative Services

We cover treatment in a structured multidisciplinary program as an alternative to inpatient psychiatric care at **no charge**. Hospital alternative Services include partial hospitalization and treatment in an intensive outpatient psychiatric treatment program.

Note: Outpatient drugs, supplies, and supplements are not covered under this "Mental Health Services" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Ostomy and Urological Supplies

Inside our Service Area, we cover ostomy and urological supplies prescribed in accord with our soft goods formulary and Medicare guidelines at **no charge**. We select the vendor, and coverage is limited to the standard supply that adequately meets your medical needs.

About our soft goods formulary

Our soft goods formulary includes the list of ostomy and urological supplies that are covered by Medicare or have been approved by our Soft Goods Formulary Executive Committee for our Members. Our Soft Goods Formulary Executive Committee is responsible for reviewing and revising the soft goods formulary. Our soft goods formulary is periodically updated to keep pace with changes in medical technology, Medicare guidelines, and clinical practice. To find out whether a particular ostomy or urological supply is included in our soft goods formulary, please call our Member Service Call Center.

Our formulary guidelines allow you to obtain nonformulary ostomy and urological supplies (those not listed on our soft goods formulary for your condition) if they would otherwise be covered and the Medical Group determines that they are Medically Necessary as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section.

Ostomy and urological supplies exclusion

- Comfort, convenience, or luxury equipment or features

Outpatient Imaging, Laboratory, and Special Procedures

We cover the following Services at the Cost Sharing indicated only when prescribed as part of care covered under other parts of this "Benefits and Cost Sharing" section:

- Diagnostic and therapeutic imaging, such as X-rays, mammograms, and ultrasound: **no charge** except that certain imaging procedures are covered at **a $5 Copayment per procedure** if they are provided in an outpatient or ambulatory surgery center or in a hospital operating room; or if they are provided in any setting and a licensed staff member monitors your vital signs as you regain sensation after receiving drugs to reduce sensation or to minimize discomfort. Note: Mammograms for women age 40 and older are provided by Plan Providers annually without a referral from a Plan Physician
- Magnetic resonance imaging (MRI), computed tomography (CT), and positron emission tomography (PET): **no charge**
- Nuclear medicine: **no charge**
- Laboratory tests (including screening tests for diabetes, cardiovascular disease, cervical cancer, and HPV, and tests for specific genetic disorders for which genetic counseling is available): **no charge**
- Routine preventive retinal photography screenings: **no charge**
- All other diagnostic procedures provided by Plan Providers who are not physicians (such as electrocardiograms and electroencephalograms): **no charge** except that certain diagnostic procedures are covered at **a $5 Copayment per procedure** if they are provided in an outpatient or ambulatory surgery center or in a hospital operating room; or if they are provided in any setting and a licensed staff member monitors your vital signs as you regain sensation after receiving drugs to reduce sensation or to minimize discomfort
- Radiation therapy: **no charge**

- Ultraviolet light treatments: **no charge**

Note: Services related to diagnosis and treatment of infertility are not covered under this "Outpatient Imaging, Laboratory, and Special Procedures" section (instead, refer to "Infertility Services" in this "Benefits and Cost Sharing" section).

Outpatient Prescription Drugs, Supplies, and Supplements

We cover outpatient drugs, supplies, and supplements specified in this "Outpatient Prescription Drugs, Supplies, and Supplements" section if all of the following are true:

- The item is prescribed either (a) by a Plan Physician, or (b) by a dentist or a Non–Plan Physician in the following circumstances unless a Plan Physician determines that the item is not Medically Necessary or is for a sexual dysfunction disorder:
  - a Non–Plan Physician prescribes the item after the Medical Group authorizes a written referral to the Non–Plan Physician (in accord with "Medical Group authorization procedure for certain referrals" in the "How to Obtain Services" section) and the item is covered as part of that referral
  - a Non–Plan Physician prescribes the item in conjunction with covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
  - a dentist prescribes the drug for dental care
- The item meets the requirements of our applicable drug formulary guidelines (our Medicare Part D formulary or our formulary applicable to non-Medicare Part D items)
- You obtain the item from a Plan Pharmacy or our mail-order program, except as otherwise described under "Certain items from Non–Plan Pharmacies" in this "Outpatient Prescription Drugs, Supplies, and Supplements" section. Please refer to *Your Guidebook* or our *Kaiser Permanente Medicare Part D Pharmacy Directory* for the locations of Plan Pharmacies in your area. Plan Pharmacies can change without notice and if a pharmacy is no longer a Plan Pharmacy, you must obtain covered items from another Plan Pharmacy, except as otherwise described under "Certain items from Non–Plan Pharmacies" in this "Outpatient Prescription Drugs, Supplies, and Supplements" section

Obtaining refills

You may be able to order refills through our Web site at **kp.org/rxrefill**. A Plan Pharmacy, our *Kaiser Permanente Medicare Part D Pharmacy Directory*, or *Your Guidebook* can give you more information about obtaining refills. For example, a few Plan Pharmacies don't dispense covered refills. Also, most refills are available through our mail-order program. Plan Pharmacies or our *Kaiser Permanente Medicare Part D Pharmacy Directory* can give you details about how to order refills by mail. Most drugs can be mailed, but there are some restrictions. Please check with your local Plan Pharmacy if you have a question about whether or not your prescription can be mailed. Items available through our mail-order program are subject to change at any time without notice.

Long term care pharmacies

Residents of a long term care facility (as defined by Medicare) may get their prescriptions through the facility's pharmacy (the long term care pharmacy that contracts directly with the facility). For more information, please contact our Member Service Call Center.

Note: The long term care pharmacy may limit the amount dispensed to a 31-day supply.

Certain items from Non–Plan Pharmacies

You must obtain covered items from Plan Pharmacies or through our mail order program except in the following situations:

- If the item is part of covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care, described in the "Emergency, Post-Stabilization Care, and Urgent Care from Non–Plan Providers" section (applies to all covered items). If you obtain otherwise covered drugs anywhere in the world that are prescribed as part of covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care, we will cover the drugs the same as if you had obtained them from a Plan Provider
- If you are traveling outside our Service Area, but in the United States (including U.S. territories), and you become ill or you lose or run out of your drugs (applies only to drugs covered by Medicare Part D)
- If you are unable to obtain a covered Medicare Part D drug in a timely manner inside our Service Area because there is no Plan Pharmacy within a reasonable driving distance that provides 24-hour service
- If you are unable to obtain a covered Medicare Part D drug in a timely manner because the drug is not regularly stocked at any accessible Plan Pharmacy or

our mail order program. In this situation, you must confirm with a Plan Pharmacy that the Medicare Part D drug is not available at any nearby Plan Pharmacy or from our mail order program

The Non–Plan Pharmacy may require you to pay its full price for the items. To request reimbursement from us, you will need to file a claim as described in the "Requests for Payment or Services" section.

If we send you a payment, we will deduct the applicable Cost Sharing, which is the same as that required for the item if it were obtained at a Plan Pharmacy. In addition, you may be responsible for paying the difference between Plan Pharmacy Charges for the item and the price that the Non–Plan Pharmacy charged you.

Medicare Part D drugs

Medicare Part D covers most outpatient prescription drugs if they are sold in the United States and approved for sale by the federal Food and Drug Administration. We cover Medicare Part D drugs in accord with our Medicare Part D formulary guidelines. Please refer to "Medicare Part D formulary" in this "Outpatient Prescription Drugs, Supplies, and Supplements" section for more information about this formulary.

Unless you reach the catastrophic coverage level in a calendar year, you will pay **a $10 Copayment** for up to a 100-day supply for covered Medicare Part D drugs and certain insulin administration devices (needles, syringes, alcohol swabs, and gauze), except emergency contraceptive pills are covered at **no charge**.

Catastrophic coverage level. If the amount you paid (which Medicare calls "out-of-pocket costs") in a calendar year exceeds **$4,050** for Medicare Part D drugs that you received under this and any other Medicare Part D coverage, you will pay the following for the remainder of that calendar year:

- **a $3 Copayment** per initial prescription or refill for insulin administration devices and generic drugs (including vaccines)
- **a $10 Copayment** per initial prescription or refill for brand-name drugs (including vaccines) and specialty drugs
- Emergency contraceptive pills: **no charge**

Note: Each year effective on January 1, CMS may change the amount you must pay in out-of-pocket costs for Medicare Part D drugs in a calendar year before you reach the catastrophic coverage level and the catastrophic coverage level Copayments that apply for the calendar year. We will notify you in advance of any change to your coverage.

The amounts you paid for Medicare Part D drugs are computed by adding up the following:

- The amounts you paid for Medicare Part D drugs we covered in the calendar year under this and any other Kaiser Permanente Senior Advantage with Part D evidence of coverage
- If you had previous Medicare Part D coverage from another Medicare Advantage Organization or a Medicare Prescription Drug Plan, that Organization's or Drug Plan's calculation of the amount you paid under that coverage for Medicare Part D drugs during the calendar year (including amounts you paid toward a Medicare Part D drug deductible)

Note: In order for a drug to count toward the catastrophic coverage level, it must either be a covered drug or a drug that would have been covered if you had met your deductible or you were not in a coverage level in which you had to pay full price (your previous coverage may or may not consider drugs to be covered in those circumstances). If you obtain noncovered Medicare Part D drugs from us, you will pay the full price of the drug and that amount does not count toward the catastrophic coverage level.

When the following people or organizations pay any of your out-of-pocket costs for Medicare Part D drugs, the payments will count toward the **$4,050** in out-of-pocket costs required to reach the catastrophic coverage level:

- Family members or other people
- Medicare programs that provide extra help with prescription drug coverage
- Most charities or charitable organizations. Please note that if the charity is established, run, or controlled by your current or former employer or union, the payments usually will not count toward the catastrophic coverage level
- Qualified State Pharmacy Assistance Programs

Payments made by the following third parties do not count toward reaching the catastrophic coverage level:

- Employer-group sponsored health plans
- Insurance plans and government-funded health programs
- Third party arrangements that obligate the third party to pay for prescription drug costs (such as TRICARE and Workers Compensation)

If you have coverage from a third party that pays any of your out-of-pocket costs, you must disclose this information to us.

Keeping track of Medicare Part D drugs. Each month you use your Medicare Part D drug coverage, we will send you an "Explanation of Benefits." You can also ask our Member Service Call Center for this information. Your Explanation of Benefits will contain the following information:

- A list of covered Medicare Part D drugs you received during the time period indicated
- The amounts that we applied toward your reaching the catastrophic coverage level
- General information about your Medicare Part D coverage

Extra help for covered Medicare Part D drugs. You may receive a reduction in the amount you pay for covered Medicare Part D drugs if you qualify for extra help from the Social Security Administration because you have limited income and resources. Please see "Extra help with drug plan expenses" in the "Premiums" section for more information.

Medicare Part D drug formulary

Our Medicare Part D drug formulary lists drugs that we cover under Medicare Part D. We will mail you our Abridged Medicare Part D Drug Formulary annually. Our Medicare Part D Comprehensive Formulary is available upon request from our Member Service Call Center or on our Web site at **kp.org/seniormedrx**.

Our Medicare Part D drug formulary is a list of drugs that we select in consultation with a team of health care practitioners, and that includes Medicare Part D drug therapies believed to be a necessary part of a quality treatment program. The drugs on our Medicare Part D drug formulary have been approved by our Pharmacy and Therapeutics Committee for our Members. Our Pharmacy and Therapeutics Committee, which is primarily composed of Plan Physicians, selects drugs for the drug formulary based on a number of factors, including safety and effectiveness as determined from a review of medical literature. The Pharmacy and Therapeutics Committee meets quarterly to consider additions and deletions based on new information or drugs that become available. Subject to all of the provisions of this "Outpatient Prescription Drugs, Supplies, and Supplements" section, we will generally cover the drugs listed on our formulary if the drug is Medically Necessary, it is prescribed by a Plan Physician, and the prescription is either (a) filled at a Plan Pharmacy or through our mail order program, or (b) covered at a Non–Plan Pharmacy as described under "Certain items from Non–Plan Pharmacies." The presence of a drug on our drug formulary does not necessarily mean that your Plan Physician will prescribe it for a particular medical condition.

Our Medicare Part D drug formulary will change periodically and if you are affected by one of the following formulary changes, we may notify you in writing at least 60 days before the change becomes effective:

- A drug is removed from our formulary
- The amount of the drug that a Plan Pharmacy will dispense is restricted
- Step therapy restrictions are added
- A drug changes from a generic Cost Sharing to a higher brand-name or specialty Cost Sharing.

If we do not notify you in writing before one of these changes takes effect, we will notify you when you request a prescribed refill from a Plan Pharmacy and the Plan Pharmacy will provide you no more than a one-time, 60-day supply of the drug. However, if the federal Food and Drug Administration deems a drug on our drug formulary to be unsafe or the drug's manufacturer removes the drug from the market, we will remove the drug from our drug formulary immediately. We will notify you if you are affected by this change and you will not be able to get the one-time, 60-day supply of the drug.

Drugs not on the formulary. If you want us to cover a Medicare Part D drug that is not on our Medicare Part D drug formulary, you have the following options:

- If your Plan Physician determines that it is Medically Necessary for you to receive the drug instead of the formulary alternative, we will cover the drug for the remainder of the calendar year on a formulary exception basis if it is otherwise a covered Medicare Part D drug and your Plan Physician continues to believe that the drug is Medically Necessary
- If your Plan Physician determines that it is not Medically Necessary for you to receive the drug instead of the formulary alternative, you may appeal your Plan Physician's decision as described in the "Dispute Resolution" section. If you do not appeal the decision or your appeal is denied, you may purchase the drug if you get a prescription, but the drug will not be covered and will therefore not count toward reaching the catastrophic coverage level

If you are not sure whether a drug is on our formulary, you can contact our Member Service Call Center for assistance.

Medicare Part D exclusions. By law, certain types of drugs are not covered by Medicare Part D. If a drug is not covered by Medicare Part D, any amounts you pay for that drug will not count toward reaching the catastrophic coverage level. The following are examples of drugs that Medicare Part D does not cover:

- Drugs for which the law does not require a prescription (over the counter drugs) unless they are part of an approved step therapy
- Drugs when used for anorexia, weight loss, or weight gain
- Drugs when used to promote fertility
- Drugs when used for cosmetic purposes or hair growth
- Drugs when used for the symptomatic relief of cough or colds
- Prescription vitamin and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs for which the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale
- Barbiturates (for example, phenobarbital)
- Benzodiazepines (for example, Valium)
- Drugs when used to treat sexual dysfunction disorders

Other prescription drug coverage. As required by CMS, we will send you a survey to find out what other drug coverage you may have in addition to the coverage you get under this *EOC*. The information you provide will help us determine how much you have paid for your Medicare Part D drugs under other coverage. In addition, if you lose or get additional prescription drug coverage, please call our Member Service Call Center to update your membership records. The following may apply to you if you have other prescription drug coverage:

- **Senior Advantage and Medi-Cal.** We cover drugs covered by Medicare Part D. If you also have Medi-Cal coverage, Medicare Part D drugs will be covered under this *EOC*, instead of your Medi-Cal coverage. Medi-Cal may cover drugs that are not covered by Medicare Part D, as described in the Medi-Cal plan document
- **State Pharmacy Assistance Program.** If you are currently enrolled in a State Pharmacy Assistance Program, you may get help paying certain expenses. Please contact the State Pharmacy Assistance Program to determine what help is available to you

Outpatient drugs covered by Medicare Part B

In addition to Medicare Part D drugs, we also cover the limited number of outpatient prescription drugs that are covered by Medicare Part B in accord with our drug formulary applicable to non-Medicare Part D items. The following are examples of the types of drugs that Medicare Part B covers:

- Certain inhaled and infused drugs you take at home (or another location used as your home as defined by Medicare) using covered durable medical equipment
- Certain oral anti-cancer drugs that are also available in an injectable form, and anti-nausea drugs for cancer patients
- Clotting factors if you have hemophilia
- Immunosuppressive drugs, if you have had an organ transplant that was covered by Medicare

You pay **a $10 Copayment** for up to a 100-day supply for Medicare Part B drugs.

Note: Home infusion drugs covered by Medicare Part B are not described under this section (instead, please refer to "Certain IV drugs, supplies, and supplements").

Other outpatient drugs, supplies, and supplements (not covered by Medicare)

If a drug, supply, or supplement is not covered by Medicare Part B or D, we cover the following additional items in accord with our drug formulary applicable to non-Medicare Part D items:

- Drugs for which a prescription is required by law that are not covered by Medicare Part B or D. We also cover certain drugs that do not require a prescription by law if they are listed on our drug formulary applicable to non-Medicare Part D items. Note: Certain tobacco-cessation drugs (such as nicotine patches) that are not covered by Medicare Part D are covered only if you participate in a behavioral intervention program approved by the Medical Group
- Diaphragms and cervical caps
- Disposable needles and syringes needed for injecting covered drugs, pen delivery devices, and visual aids required to ensure proper dosage (except eyewear), that are not covered by Medicare Part B or D
- Inhaler spacers needed to inhale covered drugs
- Ketone test strips and sugar or acetone test tablets or tapes for diabetes urine testing
- Continuity drugs: If this *EOC* is amended to exclude a drug that we have been covering and providing to you under this *EOC*, we will continue to provide the drug if a prescription is required by law and a Plan

Physician continues to prescribe the drug for the same condition and for a use approved by the FDA

Cost Sharing for outpatient drugs, supplies, and supplements. The Cost Sharing for these items is **a $10 Copayment** for up to a 100-day supply, except that the following items require payment of a different Cost Sharing:

- Drugs prescribed for the treatment of sexual dysfunction disorders: **25 percent Coinsurance** for up to a 100-day supply
- Amino acid–modified products used to treat congenital errors of amino acid metabolism (such as phenylketonuria) and elemental dietary enteral formula when used as a primary therapy for regional enteritis: **no charge** for up to a 30-day supply
- Continuity drugs: **50 percent Coinsurance** for up to a 30-day supply in a 30-day period
- Diabetes urine-testing supplies: **no charge** for up to a 100-day supply

Non-Medicare Part D drug formulary. Our non-Medicare Part D drug formulary includes the list of drugs that have been approved by our Pharmacy and Therapeutics Committee for our Members. Our Pharmacy and Therapeutics Committee, which is primarily composed of Plan Physicians, selects drugs for the drug formulary based on a number of factors, including safety and effectiveness as determined from a review of medical literature. The Pharmacy and Therapeutics Committee meets quarterly to consider additions and deletions based on new information or drugs that become available. If you would like to request a copy of our non-Medicare Part D drug formulary, please call our Member Service Call Center. Note: The presence of a drug on our drug formulary does not necessarily mean that your Plan Physician will prescribe it for a particular medical condition.

Our drug formulary guidelines allow you to obtain nonformulary prescription drugs (those not listed on our drug formulary for your condition) if they would otherwise be covered and a Plan Physician determines that they are Medically Necessary. If you disagree with your Plan Physician's determination that a nonformulary prescription drug is not Medically Necessary, you may file an appeal as described in the "Dispute Resolution" section. Also, our non-Medicare Part D formulary guidelines may require you to participate in a behavioral intervention program approved by the Medical Group for specific conditions and you may be required to pay for the program.

Certain IV drugs, supplies, and supplements

We cover certain self-administered IV drugs, fluids, additives, and nutrients that require specific types of parenteral-infusion (such as an IV or intraspinal-infusion) at **no charge** for up to a 30-day supply. In addition, we cover the supplies and equipment required for the administration of these drugs at **no charge**.

Drug utilization review

Plan Providers conduct drug utilization reviews on a regular basis. These reviews are especially important for Members who have more than one Plan Physician who prescribes their medications. If a drug utilization review identifies a concern, your Plan Physician will be contacted as appropriate.

Medication therapy management programs

We offer medication therapy management programs at **no charge** for Members with certain chronic diseases who are taking multiple Medicare Part D drugs and who have high drug costs. Plan Providers developed these programs to monitor these Members' complex medication needs and help identify potential adjustments. We will contact you if you qualify for one of our medication therapy management programs.

ID card at Plan Pharmacies

You must present your Kaiser Permanente ID card when obtaining covered items from Plan Pharmacies that are not owned and operated by Kaiser Permanente. If you do not have your ID card, the pharmacy may require you to pay Charges for your covered items, and you will have to file a claim for reimbursement as described in the "Requests for Payment or Services" section.

Notes:

- If Charges for a covered item are less than the Copayment, you will pay the lesser amount
- Durable medical equipment used to administer drugs, such as diabetes insulin pumps (and their supplies), and diabetes blood-testing equipment (and their supplies) are not covered under this "Outpatient Prescription Drugs, Supplies, and Supplements" section (instead, refer to "Durable Medical Equipment for Home Use" in this "Benefits and Cost Sharing" section)
- Except for vaccines covered by Medicare Part D, drugs administered to you in a Plan Medical Office or during home visits are not covered under this "Outpatient Prescription Drugs, Supplies, and Supplements" section (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Drugs covered during a covered stay in a Plan Hospital or Skilled Nursing Facility are not covered

under this "Outpatient Prescription Drugs, Supplies, and Supplements" section (instead, refer to "Hospital Inpatient Care" and "Skilled Nursing Facility Care" in this "Benefits and Cost Sharing" section)

Outpatient prescription drugs, supplies, and supplements limitations

Day supply limit. Plan Physicians determine the amount of a drug or other item that is Medically Necessary for a particular day supply for you. Upon payment of the Cost Sharing listed in this "Outpatient Prescription Drugs, Supplies, and Supplements" section, you will receive the supply prescribed up to a 100-day supply in a 100-day period (except that there is no supply limit for covered Medicare Part D drugs in the catastrophic coverage level). However, the Plan Pharmacy may reduce the day supply dispensed to a 30-day supply maximum in any 30-day period at the Cost Sharing listed in this "Outpatient Prescription Drugs, Supplies, and Supplements" section if the Plan Pharmacy determines that the drug is in limited supply in the market or a 31-day supply maximum in any 31-day period if the item is dispensed by a long term care facility's pharmacy. Plan Pharmacies may also limit the quantity dispensed as described under "Utilization management." If you wish to receive more than the covered day supply limit, then the additional amount is not covered and you must pay Charges for any prescribed quantities that exceed the day supply limit. The amount you pay for noncovered drugs does not count toward reaching the catastrophic coverage level.

Utilization management. For certain items, we have additional coverage requirements and limits that help promote effective drug use and help us control drug plan costs. Examples of these utilization management tools are:

- **Quantity limits:** The pharmacy may reduce the day supply dispensed at the Cost Sharing specified in this "Outpatient Drugs, Supplies, and Supplements" section to a 30-day supply maximum in any 30-day period for specific drugs. Your Plan Pharmacy can tell you if a drug you take is one of these drugs. In addition, we cover episodic drugs prescribed for the treatment of sexual dysfunction up to a maximum of 8 doses in any 30-day period, 16 doses in any 60-day period, or 27 doses in any 100-day period
- **Generic substitution:** When there is a generic version of a brand-name drug available, Plan Pharmacies will automatically give you the generic version, unless your Plan Physician has specifically requested a formulary exception because it is Medically Necessary for you to receive the brand-name drug instead of the formulary alternative

Outpatient prescription drugs, supplies, and supplements exclusions

- Any requested packaging (such as dose packaging) other than the dispensing pharmacy's standard packaging
- Compounded products unless the active ingredient in the compounded product is listed on one of our drug formularies
- Drugs when prescribed to shorten the duration of the common cold

Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services

Physical, occupational, and speech therapy

In accord with Medicare guidelines, we cover initial and subsequent courses of physical, occupational, and speech therapy in a Plan Facility or Plan Skilled Nursing Facility, or as part of home health care, if in the judgment of a Plan Physician:

- Significant improvement is expected within a reasonable and generally predictable period, or
- The therapy is necessary to establish a maintenance program required in connection with certain medical conditions

You pay the following for these covered Services:

- Inpatient care: **no charge**
- Outpatient visits: **a $5 Copayment per visit**

Limitations

- Occupational therapy is limited to treatment to achieve and maintain improved self-care and other customary activities of daily living

Multidisciplinary rehabilitation

If, in the judgment of a Plan Physician, continuing significant improvement in function is achievable within a reasonable and generally predictable period, we will cover treatment in accord with Medicare guidelines in an organized, multidisciplinary rehabilitation program in a Plan Facility or Plan Skilled Nursing Facility.

You pay the following for these covered Services:

- Inpatient care: **no charge**
- Outpatient visits: **a $5 Copayment per day**

Prosthetic and Orthotic Devices

We cover the devices specified in this "Prosthetic and Orthotic Devices" section if they are in general use, intended for repeated use, primarily and customarily used for medical purposes, and generally not useful to a person who is not ill or injured. Coverage is limited to the standard device that adequately meets your medical needs.

We select the provider or vendor that will furnish the covered device. Coverage includes fitting and adjustment of these devices, their repair or replacement, and Services to determine whether you need a prosthetic or orthotic device. If we do not cover the device, we will try to help you find facilities where you may obtain what you need at a reasonable price.

Internally implanted devices

We cover at **no charge** internal devices implanted during covered surgery, such as pacemakers, cochlear implants, osseointegrated external hearing devices, and hip joints that are covered by Medicare.

External devices

We cover the following external prosthetic and orthotic devices, including repair and replacement of covered devices, at **no charge**:

- Prosthetic devices and installation accessories to restore a method of speaking following the removal of all or part of the larynx including electronic voice-producing machines covered by Medicare
- Prostheses needed after a Medically Necessary mastectomy, including custom-made prostheses when Medically Necessary
- Prosthetics and orthotics that are covered by Medicare, including therapeutic footwear for severe diabetes-related foot disease in accord with Medicare guidelines
- Podiatric devices (including footwear) to prevent or treat diabetes-related complications when prescribed by a Plan Physician or a Plan Provider who is a podiatrist
- Compression burn garments and lymphedema wraps and garments
- Enteral formula for Members who require tube feeding in accord with Medicare guidelines
- Prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect
- Other covered prosthetic and orthotic devices:
  - ♦ prosthetic devices required to replace all or part of an organ or extremity, but only if they also replace the function of the organ or extremity
  - ♦ rigid and semi-rigid orthotic devices required to support or correct a defective body part

Note: The following items are not covered under this "Prosthetic and Orthotic Devices" section:

- Eyeglasses and contact lenses (instead, refer to "Vision Services" in this "Benefits and Cost Sharing" section)
- Hearing aids other than internally implanted devices described in this section (instead, refer to "Hearing Services" in this "Benefits and Cost Sharing" section)

Prosthetic and orthotic devices exclusions

- Dental appliances
- Except as otherwise described above in this "Prosthetic and Orthotic Devices" section, nonrigid supplies, such as elastic stockings and wigs
- Comfort, convenience, or luxury equipment or features
- Electronic voice-producing machines except as covered by Medicare
- Shoes or arch supports, even if custom-made, except footwear described above in this "Prosthetic and Orthotic Devices" section for diabetes-related complications

Reconstructive Surgery

We cover reconstructive surgery to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, if a Plan Physician determines that it is necessary to improve function, or create a normal appearance, to the extent possible.

Also, following Medically Necessary removal of all or part of a breast, we cover reconstruction of the breast, surgery and reconstruction of the other breast to produce a symmetrical appearance, and treatment of physical complications, including lymphedemas.

You pay the following for covered reconstructive surgery Services:

- Office visits: **a $5 Copayment per visit**
- Outpatient surgery: **a $5 Copayment per procedure**
- Hospital inpatient care (including room and board, drugs, and Plan Physician Services): **no charge**

Note: The following Services are not covered under this "Reconstructive Surgery" section:

- Outpatient laboratory and imaging Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Prosthetics and orthotics (instead, refer to "Prosthetic and Orthotic Devices" in this "Benefits and Cost Sharing" section)

Reconstructive surgery exclusions

- Surgery that, in the judgment of a Plan Physician specializing in reconstructive surgery, offers only a minimal improvement in appearance
- Surgery that is performed to alter or reshape normal structures of the body in order to improve appearance

Religious Nonmedical Health Care Institution Services

Certain Services in a Medicare-certified Religious Nonmedical Health Care Institution (RNHCI) are covered in accord with Medicare guidelines at the Cost Sharing you would pay if the Services were not related to an RNHCI. Religious aspects of care provided in an RNHCI are not covered. If you want to receive care in an RNHCI, please call our Member Service Call Center to learn about the requirements you must satisfy.

Skilled Nursing Facility Care

Inside our Service Area, we cover at **no charge** up to 100 days per benefit period of skilled inpatient Services in a Plan Skilled Nursing Facility and in accord with Medicare guidelines. The skilled inpatient Services must be customarily provided by a Skilled Nursing Facility, and above the level of custodial or intermediate care.

A benefit period begins on the date you are admitted to a hospital or Skilled Nursing Facility at a skilled level of care (defined in accord with Medicare guidelines). A benefit period ends on the date you have not been an inpatient in a hospital or Skilled Nursing Facility, receiving a skilled level of care, for 60 consecutive days. A new benefit period can begin only after any existing benefit period ends. A prior three-day stay in an acute care hospital is not required.

We cover the following Services:

- Physician and nursing Services
- Room and board
- Drugs prescribed by a Plan Physician as part of your plan of care in the Plan Skilled Nursing Facility in accord with our drug formulary guidelines if they are administered to you in the Plan Skilled Nursing Facility by medical personnel
- Durable medical equipment in accord with our DME formulary and Medicare guidelines if Skilled Nursing Facilities ordinarily furnish the equipment
- Imaging and laboratory Services that Skilled Nursing Facilities ordinarily provide
- Medical social services
- Blood, blood products, and their administration
- Medical supplies
- Services covered under "Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services"
- Respiratory therapy

Note: Outpatient imaging, laboratory, and special procedures are not covered under this "Skilled Nursing Facility Care" section (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section).

Non–Plan Skilled Nursing Facility care

We cover Services in a Non–Plan Skilled Nursing Facility if all of the following are true:

- The Skilled Nursing Facility is inside our Service Area
- The Skilled Nursing Facility agrees to accept substantially similar payment from us under the same terms and conditions that apply to similar Plan Skilled Nursing Facilities
- We would cover the Services if you received them in a Plan Skilled Nursing Facility
- The Skilled Nursing Facility was your (or your spouse's) residence immediately before you needed skilled nursing care

Transplant Services

We cover transplants of organs, tissue, or bone marrow in accord with Medicare guidelines and if the Medical

Group provides a written referral for care to a transplant facility as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section.

After the referral to a transplant facility, the following applies:

- If either the Medical Group or the referral facility determines that you do not satisfy its respective criteria for a transplant, we will only cover Services you receive before that determination is made
- Health Plan, Plan Hospitals, the Medical Group, and Plan Physicians are not responsible for finding, furnishing, or ensuring the availability of an organ, tissue, or bone marrow donor
- In accord with our guidelines for Services for living transplant donors, we provide certain donation-related Services for a donor, or an individual identified by the Medical Group as a potential donor, whether or not the donor is a Member. These Services must be directly related to a covered transplant for you, which may include certain Services for harvesting the organ, tissue, or bone marrow and for treatment of complications. Our guidelines for donor Services are available by calling our Member Service Call Center

For covered transplant Services that you receive, you will pay the **Cost Sharing you would pay if the Services were not related to a transplant**.

We provide or pay for donation-related Services for actual or potential donors (whether or not they are Members) in accord with our guidelines for donor Services at **no charge**.

Note: The following Services are not covered under this "Transplant Services" section:

- Outpatient laboratory and imaging Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)

Vision Services

We cover the Services listed below at Plan Medical Offices or Plan Optical Sales Offices when prescribed by a Plan Physician or by a Plan Provider who is an optometrist.

Optical Services

Eyeglasses and contact lenses. We provide a **$175 Allowance** toward the price of any or all of the following every 24 months:

- Eyeglass lenses when a Plan Provider puts the lenses into a frame
- Eyeglass frames when a Plan Provider puts two lenses (at least one of which must have refractive value) into the frame
- Contact lenses, fitting, and dispensing

We will not provide the Allowance if we have covered (or provided an Allowance for) lenses or frames within the previous 24 months. Also, the Allowance can only be used at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later.

If you have a change in prescription of at least .50 diopter in one or both eyes within 12 months of initial point of sale, we will provide an Allowance toward the price of a replacement eyeglass lens (or contact lens, fitting, and dispensing). The Allowance for these replacement lenses is **$60** for single vision eyeglass lenses or contact lenses, fitting, and dispensing and **$90** for multifocal eyeglass lenses.

Special contact lenses. We cover the following special contact lenses:

- Up to two Medically Necessary contact lenses, fitting, and dispensing per eye every 12 months (including lenses we covered under any other evidence of coverage offered by your Group) to treat aniridia (missing iris): **no charge**
- Up to six Medically Necessary aphakic contact lenses, fitting, and dispensing per eye per calendar year (including lenses we covered under any other evidence of coverage offered by your Group) to treat aphakia (absence of the crystalline lens of the eye) for children from birth through age 9: **no charge**
- If contact lenses will provide a significant improvement in your vision not obtainable with eyeglass lenses, we cover either one pair of contact lenses or an initial supply of disposable contact lenses every 24 months at **no charge**. When we cover these special contact lenses, you cannot use the Allowance mentioned under "Eyeglasses and contact lenses" for another 24 months. However, if the combination of special contact lenses and eyeglasses will provide a significant improvement in your vision not obtainable

with special contact lenses alone, you can use that Allowance toward the purchase of the eyeglasses if we have not covered lenses or frames within the previous 24 months. If you have a change in prescription of at least .50 diopter in one or both eyes, we will cover special contact lens replacements, including fitting and dispensing

Eyeglasses and contact lenses following cataract surgery. In accord with Medicare guidelines, we provide a **$150 Allowance** after each cataract surgery. The Allowance is to help you pay for eyeglass lenses, frames, and contact lenses (including fitting and dispensing). It can be used only at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later. Also, the Allowance for each cataract surgery must be used before a later cataract surgery. There is only one Allowance of $150 following any cataract surgery.

Note: The following Services are not covered under this "Vision Services" section:

- Refraction exams to determine the need for vision correction and to provide a prescription for eyeglass lenses and glaucoma screenings (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Services related to the eye or vision other than those related to eyeglasses and contact lenses described in this section (instead, refer to the applicable heading in this "Benefits and Cost Sharing" section)

Vision Services exclusions

- Industrial frames
- Lenses and sunglasses without refractive value except for a balance lens if only one eye needs correction
- Tinted lenses except when Medically Necessary to treat macular degeneration or retinitis pigmentosa
- Replacement of lost, broken, or damaged lenses or frames
- Lens adornment, such as engraving, faceting, or jeweling
- Low-vision devices
- Non-prescription products, such as eyeglass holders, eyeglass cases, and repair kits

Exclusions, Limitations, Coordination of Benefits, and Reductions

Exclusions

The Services listed in this "Exclusions" section are excluded from coverage. These exclusions apply to all Services that would otherwise be covered under this *EOC*. Additional exclusions that apply only to a particular benefit are listed in the description of that benefit in the "Benefits and Cost Sharing" section.

Certain exams and Services

Physical examinations and other Services (a) required for obtaining or maintaining employment or participation in employee programs, (b) required for insurance or licensing, or (c) on court order or required for parole or probation. This exclusion does not apply if a Plan Physician determines that the Services are Medically Necessary.

Chiropractic Services

Chiropractic Services and the Services of a chiropractor except for manual manipulation of the spine as described under "Outpatient Care" in the "Benefits and Cost Sharing" section.

Conception by artificial means

Except for artificial insemination covered under "Infertility Services" in the "Benefits and Cost Sharing" section, all other Services related to conception by artificial means, such as ovum transplants, gamete intrafallopian transfer (GIFT), semen and eggs (and Services related to their procurement and storage), in vitro fertilization (IVF), and zygote intrafallopian transfer (ZIFT).

Cosmetic Services

Services that are intended primarily to change or maintain your appearance, except for Services covered under "Reconstructive Surgery" and the following prosthetic devices covered under "Prosthetic and Orthotic Devices" in the "Benefits and Cost Sharing" section: prostheses needed after a mastectomy and prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect.

Custodial care

Custodial care means assistance with activities of daily living (for example: walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking

medicine), or care that can be performed safely and effectively by people who, in order to provide the care, do not require medical licenses or certificates or the presence of a supervising licensed nurse.

This exclusion does not apply to Services covered under "Hospice Care" in the "Benefits and Cost Sharing" section.

Dental care

Dental care and dental X-rays, such as dental Services following accidental injury to teeth, dental appliances, dental implants, orthodontia, and dental Services resulting from medical treatment such as surgery on the jawbone and radiation treatment, except for Services covered by Medicare or under "Dental Services for Radiation Treatment and Dental Anesthesia" in the "Benefits and Cost Sharing" section.

Experimental or investigational Services

A Service is experimental or investigational if we, in consultation with the Medical Group, determine that one of the following is true:

- Generally accepted medical standards do not recognize it as safe and effective for treating the condition in question (even if it has been authorized by law for use in testing or other studies on human patients)
- It requires government approval that has not been obtained when the Service is to be provided

Eye surgery

Services related to eye surgery or orthokeratologic Services for the purpose of correcting refractive defects such as myopia, hyperopia, or astigmatism.

Hair loss or growth treatment

Services for the promotion, prevention, or other treatment of hair loss or hair growth.

Intermediate care

Care in a licensed intermediate care facility. This exclusion does not apply to Services covered under "Hospice Care" in the "Benefits and Cost Sharing" section.

Routine foot care Services

Routine foot care, except for Medically Necessary Services covered by Medicare.

Services not approved by the FDA

Drugs, supplements, tests, vaccines, devices, radioactive materials, and any other Services that by law require federal Food and Drug Administration (FDA) approval in order to be sold in the U.S. but are not approved by the FDA. This exclusion applies to Services provided anywhere, even outside the U.S. This exclusion does not apply to Services covered under the "Emergency, Post-Stabilization, and Urgent Care from Non-Plan Providers" section that you receive outside the U.S. and its territories.

Services related to a noncovered Service

When a Service is not covered, all Services related to the noncovered Service are excluded, except for Services we would otherwise cover to treat complications of the noncovered Service.

Surrogacy

Services for anyone in connection with a surrogacy arrangement, except for otherwise-covered Services provided to a Member who is a surrogate. A surrogacy arrangement is one in which a woman (the surrogate) agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child. Please refer to "Surrogacy arrangements" under "Reductions" in this "Exclusions, Limitations, Coordination of Benefits, and Reductions" section for information about your obligations to us in connection with a surrogacy arrangement, including your obligation to reimburse us for any Services we cover.

Transgender surgery

Travel and lodging expenses

Travel and lodging expenses, except that in some situations if the Medical Group refers you to a Non–Plan Provider as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section, we may pay certain expenses that we preauthorize in accord with our travel and lodging guidelines. Our travel and lodging guidelines are available from our Member Service Call Center.

Limitations

We will do our best to provide or arrange for our Members' health care needs in the event of unusual circumstances that delay or render impractical the provision of Services under this *EOC*, such as major disaster, epidemic, war, riot, civil insurrection, disability of a large share of personnel at a Plan Facility, complete or partial destruction of facilities, and labor disputes. Under these extreme circumstances, if you have an Emergency Medical Condition, go to the nearest hospital as described under "Emergency Care" in the "Emergency, Post-Stabilization, and Urgent Care from

Non–Plan Providers" section, and we will provide coverage and reimbursement as described in that section.

Additional limitations that apply only to a particular benefit are listed in the description of that benefit in the benefit description in the "Benefits and Cost Sharing" section.

Coordination of Benefits

If you have other medical or dental coverage, it is important to use your other coverage in combination with your coverage as a Senior Advantage Member to pay for the care you receive. This is called "coordination of benefits" because it involves coordinating all of the health benefits that are available to you. Using all of the coverage you have helps keep the cost of health care more affordable for everyone.

You must tell us if you have other health care coverage, and let us know whenever there are any changes in your additional coverage. The types of additional coverage that you might have include the following:

- Coverage that you have from an employer's group health care coverage for employees or retirees, either through yourself or your spouse
- Coverage that you have under workers' compensation because of a job-related illness or injury, or under the Federal Black Lung Program
- Coverage you have for an accident where no-fault insurance or liability insurance is involved
- Coverage you have through Medicaid
- Coverage you have through the "TRICARE for Life" program (veteran's benefits)
- Coverage you have for dental insurance or prescription drugs
- "Continuation coverage" you have through COBRA (COBRA is a law that requires employers with 20 or more employees to let employees and their dependents keep their group health coverage for a time after they leave their group health plan under certain conditions)

When you have additional health care coverage, how we coordinate your benefits as a Senior Advantage Member with your benefits from your other coverage depends on your situation. With coordination of benefits, you will often get your care as usual from Plan Providers, and the other coverage you have will simply help pay for the care you receive. In other situations, such as benefits that we don't cover, you may get your care outside of our Plan directly through your other coverage.

In general, the coverage that pays its share of your bills first is called the "primary payer." Then the other company or companies that are involved (called the "secondary payers") each pay their share of what is left of your bills. Often your other coverage will settle its share of payment directly with us and you will not have to be involved. However, if payment owed to us is sent directly to you, you are required under Medicare law to give this payment to us. When you have additional coverage, whether we pay first or second, or at all, depends on what type or types of additional coverage you have and the rules that apply to your situation. Many of these rules are set by Medicare. Some of them take into account whether you have a disability or have end-stage renal disease, or how many employees are covered by an employer's group plan.

If you have additional health coverage, please call our Member Service Call Center to find out which rules apply to your situation, and how payment will be handled. Also, the Medicare program has written a booklet with general information about what happens when people with Medicare have additional coverage. It's called *Medicare and Other Health Benefits: Your Guide to Who Pays First.* You can get a copy by calling toll free 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048), or by visiting the **www.medicare.gov** Web site.

Reductions

Employer responsibility

For any Services that the law requires an employer to provide, we will not pay the employer, and when we cover any such Services we may recover the value of the Services from the employer.

Government agency responsibility

For any Services that the law requires be provided only by or received only from a government agency, we will not pay the government agency, and when we cover any such Services we may recover the value of the Services from the government agency.

Injuries or illnesses alleged to be caused by third parties

If you obtain a judgment or settlement from or on behalf of a third party who allegedly caused an injury or illness for which you received covered Services, you must pay us Charges for those Services, except that the amount you must pay will not exceed the maximum amount allowed under California Civil Code Section 3040. Note: This "Injuries or illnesses alleged to be caused by third parties" section does not affect your obligation to pay

Cost Sharing for these Services, but we will credit any such payments toward the amount you must pay us under this paragraph.

To the extent permitted or required by law, we have the option of becoming subrogated to all claims, causes of action, and other rights you may have against a third party or an insurer, government program, or other source of coverage for monetary damages, compensation, or indemnification on account of the injury or illness allegedly caused by the third party. We will be so subrogated as of the time we mail or deliver a written notice of our exercise of this option to you or your attorney, but we will be subrogated only to the extent of the total of Charges for the relevant Services.

To secure our rights, we will have a lien on the proceeds of any judgment or settlement you or we obtain against a third party. The proceeds of any judgment or settlement that you or we obtain shall first be applied to satisfy our lien, regardless of whether the total amount of the proceeds is less than the actual losses and damages you incurred.

Within 30 days after submitting or filing a claim or legal action against a third party, you must send written notice of the claim or legal action to:

Kaiser Permanente
Special Recovery Unit
COB/TPL
P.O. Box 2073
Oakland, CA 94604-9877

In order for us to determine the existence of any rights we may have and to satisfy those rights, you must complete and send us all consents, releases, authorizations, assignments, and other documents, including lien forms directing your attorney, the third party, and the third party's liability insurer to pay us directly. You may not agree to waive, release, or reduce our rights under this provision without our prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on your injury or illness, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

Medicare law may apply with respect to Services covered by Medicare.

Some providers have contracted with Kaiser Permanente to provide certain Services to Members at rates that are typically less than the fees that the providers ordinarily charge to the general public ("General Fees"). However, these contracts may allow the providers to recover all or a portion of the difference between the fees paid by Kaiser Permanente and their General Fees by means of a lien claim under California Civil Code Sections 3045.1–3045.6 against a judgment or settlement that you receive from or on behalf of a third party. For Services the provider furnished, our recovery and the provider's recovery together will not exceed the provider's General Fees.

Medicare benefits

As a Senior Advantage Member, you receive all Medicare-covered benefits through us (except for hospice care for Members with Medicare Part A and qualifying clinical trials, which are covered directly by Medicare) and these benefits are not duplicated.

Surrogacy arrangements

If you enter into a surrogacy arrangement, you must pay us Charges for covered Services you receive related to conception, pregnancy, or delivery in connection with that arrangement ("Surrogacy Health Services"), except that the amount you must pay will not exceed the compensation you are entitled to receive under the surrogacy arrangement. A surrogacy arrangement is one in which a woman agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child. Note: This "Surrogacy arrangements" section does not affect your obligation to pay Cost Sharing for these Services, but we will credit any such payments toward the amount you must pay us under this paragraph.

By accepting Surrogacy Health Services, you automatically assign to us your right to receive payments that are payable to you or your chosen payee under the surrogacy arrangement, regardless of whether those payments are characterized as being for medical expenses. To secure our rights, we will also have a lien on those payments. Those payments shall first be applied to satisfy our lien. The assignment and our lien will not exceed the total amount of your obligation to us under the preceding paragraph.

Within 30 days after entering into a surrogacy arrangement, you must send written notice of the arrangement, including the names and addresses of the other parties to the arrangement, and a copy of any contracts or other documents explaining the arrangement, to:

Kaiser Permanente
Special Recovery Unit
Parsons East, Second Floor
P.O. Box 7017
Pasadena, CA 91109-9977
Attention: Third Party Liability Supervisor

You must complete and send us all consents, releases, authorizations, lien forms, and other documents that are reasonably necessary for us to determine the existence of any rights we may have under this "Surrogacy arrangements" section and to satisfy those rights. You may not agree to waive, release, or reduce our rights under this provision without our prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on the surrogacy arrangement, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

U.S. Department of Veterans Affairs

For any Services for conditions arising from military service that the law requires the Department of Veterans Affairs to provide, we will not pay the Department of Veterans Affairs, and when we cover any such Services we may recover the value of the Services from the Department of Veterans Affairs.

Workers' compensation or employer's liability benefits

You may be eligible for payments or other benefits, including amounts received as a settlement (collectively referred to as "Financial Benefit"), under workers' compensation or employer's liability law. We will provide covered Services even if it is unclear whether you are entitled to a Financial Benefit, but we may recover the value of any covered Services from the following sources:

- From any source providing a Financial Benefit or from whom a Financial Benefit is due
- From you, to the extent that a Financial Benefit is provided or payable or would have been required to be provided or payable if you had diligently sought to establish your rights to the Financial Benefit under any workers' compensation or employer's liability law

Requests for Payment or Services

Requests for Payment

Emergency Care, Post-Stabilization Care, Out-of-Area Urgent Care, and out-of-area dialysis care

If you receive Emergency Care, Post-Stabilization Care, Out-of-Area Urgent Care, and out-of-area dialysis care from a Non–Plan Provider (as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section about Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care and the "Benefits and Cost Sharing" section about out-of-area dialysis care), ask the Non–Plan Provider to submit a claim to us within 60 days or as soon as possible, but no later than 15 months after receiving care (or up to 27 months according to Medicare rules, in some cases). If the provider refuses to bill us, send us the unpaid bill with a claim form (see "How to file a claim" in this "Requests for Payment" section for instructions on submitting claim forms). Also, if you receive Services from a Plan Provider that are prescribed by a Non–Plan Provider in conjunction with covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care, you may be required pay for the Services and file a claim.

We will notify you of our decision within 30 days after we receive the request for payment. However, if we need more information, we can take up to 30 more days.

Decisions in your favor. If our decision is fully in your favor, we must pay within 30 days after we receive your request for payment. However, if we need more information, we must pay within 60 days after we receive your request for payment.

Denied requests. If we do not approve your request for payment, we will tell you the reasons and how you can appeal our decision. If you have not received an answer from us within 60 days after we receive your request for payment, you may assume our decision is negative and you may appeal our decision as described in the "Dispute Resolution" section.

How to file a claim

To file a claim, this is what you need to do:

- As soon as possible, request our claim form by calling our Member Service Call Center toll free at 1-800-443-0815 or 1-800-390-3510 (TTY users call 1-800-777-1370). Also, one of our representatives will be happy to assist you if you need help completing our claim form

- If you have paid for Services, you must send us our completed claim form for reimbursement. Please attach any bills and receipts from the Non–Plan Provider
- You must complete and return to us any information that we request to process your claim, such as claim forms, consents for the release of medical records, assignments, and claims for any other benefits to which you may be entitled. For example, we may require documents such as travel documents or original travel tickets to validate your claim
- The completed claim form must be mailed to the following address as soon as possible, but no later than 15 months after receiving care (or up to 27 months according to Medicare rules, in some cases). Please do not send any bills or claims to Medicare. Any additional information we request should also be mailed to this address:

  Kaiser Foundation Health Plan, Inc.
  Claims Department
  P.O. Box 24010
  Oakland, CA 94623-1010

Medicare Part D drugs

To request payment after you get a Medicare Part D drug from a Non–Plan Provider (as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section), you must file a claim as described under "How to file a claim" in this "Request for Payment" section.

If you pay for a Medicare Part D drug at a Plan Pharmacy and you believe the amount you were required to pay was incorrect, you may request a Coverage Determination by contacting your local Member Services Department at a Plan Facility or by calling our Member Service Call Center.

In both cases, we will make a decision within 72 hours after we receive your request for payment. If we haven't made a decision within 72 hours, we will forward your request to the CMS contractor for a decision about your request. The CMS contractor will make its decision within 72 hours after it receives your request from us.

Decisions in your favor. If we approve your request, we will pay your claim within 30 days after we receive it.

Denied requests. If we totally or partially deny your request, we will notify you in writing of the reasons for denial and of your right to appeal our decision.

Other Services

To request payment for any other Services that you believe should be covered, other than the Services described above, you or your Non–Plan Provider must submit a written request to your local Member Services Department at a Plan Facility. Please attach any bills and receipts if you have paid any bills.

We will notify you of our decision within 30 days after we receive your request. However, if we need more information, we can take up to 30 more days.

Decisions in your favor. If our decision is fully in your favor, we must pay within 30 days after we receive your request for payment. However, if we need more information, we must pay within 60 days after we receive your request for payment.

Denied requests. If we do not approve your request for payment, we will tell you the reasons and how you can appeal our decision. If you have not received an answer from us within 60 days of your request for payment, you may assume our decision is negative and you may appeal our decision as described in the "Dispute Resolution" section.

Note: Medicare prohibits us from paying for Services provided by Non–Plan Providers that have been sanctioned or debarred by Medicare, or that have opted out of Medicare.

Requests for Services

Standard decision

You may request that we cover Services you have not received by writing to your local Member Services Department at a Plan Facility, and if your request is related to a Medicare Part D drug, you may also make a request by calling our Member Service Call Center. The following are examples of situations when you might want to ask us to cover Services you have not received:

- Your Plan Provider determines the Services you want are not Medically Necessary and you disagree with his or her determination (including reducing or stopping Services)
- You believe that a Medicare Part D drug should be covered in greater quantities or for a lower out-of-pocket cost to you
- You disagree with our determination that a drug you want is not covered by Medicare Part D
- You want us to cover the Services of a Non–Plan Provider

We will respond to your request for Services within 14 days (or 72 hours for requests related to a Medicare Part D drug). Except for requests related to a Medicare Part D drug, we may take up to an additional 14 days to make our decision if it is in your best interest, or if you request us to do so. For example, our decision may take longer if we have to wait for medical information from a Non–Plan Provider. If we extend the time frame, we will send you written notice. If you disagree with our decision to extend the time frame, you may file a grievance as described under "Grievances" in the "Dispute Resolution" section.

Decisions in your favor. If our decision is fully in your favor, we must authorize or provide the Services you have requested as quickly as your health requires, but no later than 14 days (or 72 hours for requests related to a Medicare Part D drug) after we receive your request for Services. However, if the 14 day time frame is extended, we will approve or provide the Services when we make our decision.

Denied requests. If we deny your request, we will send you a notice that explains the reason for the denial and provides information about your appeal rights as described in the "Dispute Resolution" section.

Expedited decision

You may ask that we make an expedited decision about your request for Services you have not received. Expedited requests may be made orally or in writing. We will make an expedited decision within 72 hours (or 24 hours for requests related to a Medicare Part D drug) if we find, or if your physician states, that your health or ability to regain maximum function could be seriously harmed by waiting for a standard decision. Except for requests related to a Medicare Part D drug, we may take up to an additional 14 days to make a decision if it is in your best interest, or if you request us to do so. For example, our decision may take longer if we have to wait for medical information from a Non–Plan Provider. If we extend the time frame, we will send you written notice. If you disagree with our decision to extend the time frame, you may file a grievance as described in the "Dispute Resolution" section.

You or your physician may request an expedited decision by:

- Calling our Expedited Review Unit for issues unrelated to Medicare Part D toll free at 1-888-987-7247 (TTY users call 1-800-777-1370), which is available Monday through Saturday from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next business day
- Calling our Expedited Part D Unit for issues related to Medicare Part D toll free at 1-866-206-2973 (TTY users call 1-800-777-1370), which is available seven days a week from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next day
- Sending your written request to:
  Kaiser Foundation Health Plan, Inc.
  Expedited Review Unit
  P.O. Box 23170
  Oakland, CA 94623-0170
  Attention: Medicare Expedited Review
- Faxing your request to our Expedited Review Unit toll free at 1-888-987-2252 for issues unrelated to Medicare Part D. For Medicare Part D issues, the toll free fax number is 1-866-206-2974
- Delivering your request in person to your local Member Services Department at a Plan Facility

Specifically state that you want an "expedited decision" or you believe your health could be seriously harmed by waiting for a standard decision.

Decisions in your favor. If our decision is fully in your favor, we must authorize or provide the Services you have requested within 72 hours (or 24 hours for requests related to a Medicare Part D drug) after we receive your request for an expedited decision. We will authorize or provide the Services sooner than 72 hours if your health would be affected by waiting 72 hours. If the 72 hour time frame is extended, we will approve or provide the Services when we make our decision.

Denied requests. If we deny your request for an expedited decision, we will give you prompt oral notice and provide written notice within 72 hours. The notice will include information about your grievance rights as described in the "Dispute Resolution" section. Also, we will automatically transfer your request for a standard decision review.

Dispute Resolution

We are committed to providing you with quality care and with a timely response to your concerns. You can discuss your concerns with our Member Services representatives at most Plan Facilities, or you can call our Member Service Call Center. The following procedures for resolving disputes are discussed in detail below:

- **Standard Medicare appeal procedure.** To appeal denied claims for payment or denied requests for

Services when an expedited Medicare appeal is not required

- **Expedited Medicare appeal procedure.** To appeal discontinuation of Services, or denied requests for Services when your health or ability to function could be seriously harmed by waiting for a standard Medicare appeal
- **Immediate Quality Improvement Organization (QIO) review.** To appeal termination of Services related to a hospital stay, Skilled Nursing Facility care, home health care, or Comprehensive Outpatient Rehabilitation Facility (CORF) care when we have determined that the Services are no longer Medically Necessary
- **Quality Improvement Organization complaint procedure.** To report concerns about the quality of care you receive
- **Grievances.** To report any quality of care concerns, to seek resolution of an issue that is not subject to the Standard or Expedited Medicare appeal procedure, to appeal our request for an extension, and to appeal our decision not to expedite your request
- **Binding arbitration.** To resolve claims arising from your membership except as otherwise indicated under "Binding Arbitration" in this "Dispute Resolution" section

Special note about hospice care

For Members entitled to Medicare Part A, Medicare covers hospice care directly and it is not covered under this *EOC*. Therefore, any disputes related to the coverage of hospice care for Members entitled to Medicare Part A must be resolved directly with Medicare and not through any dispute resolution procedure discussed in this section. Medicare's dispute resolution procedures are described in the Medicare handbook *Medicare & You*, which is available from your local Social Security office, or by calling toll free 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048) 24 hours a day, seven days a week. For Members without Part A, we cover hospice care; therefore, any disputes related to hospice care are resolved through the procedure described under "Grievances" in this "Dispute Resolution" section.

Standard Medicare Appeal Procedure

We will use this appeal procedure if you appeal a denied request for payment or Services, unless the Expedited Medicare Appeal Procedure applies.

If we deny one of the following types of requests, we will tell you the specific reasons for the denial in a written denial notice:

- Requests for payment
- Request for Services, including the following requests for:
  - a Medicare Part D at a reduced cost to you or in greater quantities
  - coverage of a drug under Medicare Part D because you disagree with our determination that a drug is not covered by Medicare Part D

If you disagree with our decision, you have the right to appeal it within 60 days from the date of our denial notice (unless you show good cause for a delay past 60 days). You must file your appeal in writing with us at the address shown on your denial notice. You have the right to give us new information to support your appeal in person or in writing.

For denied requests for payment, we will make a decision about your appeal within 60 days (or 7 days for requests for payment for a Medicare Part D drug) after we receive your appeal. For denied requests for Services that you believe are covered under this *EOC*, we will make a decision about your appeal within 30 days (or 7 days if your appeal is related to a Medicare Part D drug) after we receive your appeal. If it is in your best interest, or if you request, we may extend the time frame to make our decision for an additional 14 days beyond the 30 day period except that we may not extend the time frame for appeals related to a Medicare Part D drug. If we extend the time frame, we will send you written notice. If you disagree with our decision to extend the time frame, you may file a grievance as described under "Grievances" in this "Dispute Resolution" section.

Decisions in your favor

If our decision is fully in your favor for your request for payment, we will pay for the Services no later than 60 days (or 30 days for payment for a Medicare Part D drug) after we receive your appeal.

If our decision is fully in your favor for your request for Services, we will authorize or provide the Services as quickly as your health condition requires, but no later than 30 days (or 7 days for requests related to a Medicare Part D drug) after we receive your appeal. However, if the 30-day time frame is extended, we will authorize or provide the Services when we make our decision.

Denied appeals other than Part D drugs

If our decision is not fully in your favor, we will send your appeal to the CMS contractor for a decision within

60 days after we receive your appeal requesting payment and 30 days after we receive your appeal requesting Services (or 44 days as applicable). The CMS contractor will then make its decision about your appeal within 60 days for claims for payment and 30 days for requests for Services.

Denied appeals for Medicare Part D drugs

If we deny your appeal related to a Medicare Part D drug, we will not automatically send your appeal to the CMS contractor. If you want the CMS contractor to make a decision about your denied appeal, you must send your written request to the CMS contractor within 60 days after we notified you that we denied your appeal, which will include the contractor's address. The CMS contractor will make its decision within 7 days after it receives your request.

CMS contractor decisions

The CMS contractor will advise you of its decision and the reason for its decision. If the CMS contractor's decision is in your favor for your request for payment, we will pay for the Services within 30 days after we receive its decision. If the CMS contractor's decision is in your favor for your request for Services, we will do one of the following:

- Authorize the Services as quickly as your health condition requires, but no later than 72 hours after we receive notice of the CMS contractor's decision
- Provide those Services as quickly as your health condition requires, but no later than 14 days (or 72 hours for requests related to a Medicare Part D drug) after we receive notice of the CMS contractor's decision

If the CMS contractor's decision is not fully in your favor, you may request a hearing before an administrative law judge as described under "If You Disagree with the CMS Contractor's Decision" in this "Dispute Resolution" section.

Expedited Medicare Appeal Procedure

You may ask that we expedite your appeal and make a decision within 72 hours instead of the standard Medicare appeal procedure decision time frame. This expedited appeal procedure applies to denied requests for Services that you believe we should provide, arrange, or continue when your health or ability to regain maximum function could be seriously harmed by waiting for the standard decision. This appeal procedure does not apply to denied claims for payment.

You must submit your appeal within 60 days of the date on our denial notice. You or your physician may request an expedited Medicare appeal by:

- Calling our Expedited Review Unit for issues unrelated to Medicare Part D toll free at 1-888-987-7247 (TTY users call 1-800-777-1370), which is available Monday through Saturday from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next business day
- Calling our Expedited Part D Unit for issues related to Medicare Part D toll free at 1-866-206-2973 (TTY users call 1-800-777-1370), which is available seven days a week from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next day
- Sending your written request to:
  Kaiser Foundation Health Plan, Inc.
  Expedited Review Unit
  P.O. Box 23170
  Oakland, CA 94623-0170
  Attention: Medicare Expedited Review
- Faxing your request to our Expedited Review Unit toll free at 1-888-987-2252 for issues unrelated to Medicare Part D. For Medicare Part D issues, the toll free fax number is 1-866-206-2974
- Delivering your request in person to your local Member Services Department at a Plan Facility

Specifically state that you want an "expedited decision" about your appeal or you believe your health could be seriously harmed by waiting for a standard Medicare appeal decision.

We will make an expedited decision within 72 hours after we receive your appeal, if we find, or if your physician states, that your health or ability to regain maximum function would be seriously harmed by waiting for the standard Medicare appeal procedure decision. If it is in your best interest, we may extend the time frame to make our decision for an additional 14 days beyond the 72-hour period, except that we may not extend the time frame for requests related to a Medicare Part D drug. For example, you may need time to provide us with additional information, we may need to have additional diagnostic tests completed, or we may have to wait for medical information from a Non–Plan Provider. If you disagree with our decision to extend the time frame, you may file an expedited grievance as described under "Grievances" in this "Dispute Resolution" section.

If we deny your request for an expedited Medicare appeal because we do not find that your health or ability

to regain maximum function would be seriously harmed by waiting for the standard Medicare appeal procedure decision, we will automatically review your appeal under the standard Medicare appeal procedure. You do not need to submit a separate appeal. If you disagree with our decision not to expedite your appeal, you may file a grievance as described in the "Grievances" section.

Decisions in your favor

If our expedited decision is fully in your favor for the Services you requested, we will notify you either orally or in writing, and we will authorize or provide those Services to you as quickly as your health condition requires, but no later than 72 hours after we receive your appeal. However, for appeals unrelated to Medicare Part D, if the 72 hour time frame is extended, we will authorize or provide the Services when we make our decision.

Denied appeals other than Part D drugs

If our expedited decision is not fully in your favor, we will send your appeal to the CMS contractor for a decision within 24 hours of our decision unless your request is related to a Medicare Part D drug. The CMS contractor will then make its decision about your appeal within 72 hours after the contractor receives your appeal from us, and will notify you of its decision. The CMS contractor may extend the time frame to make its decision for an additional 14 days beyond the 72 hours if it needs additional information and the extension is in your best interest.

Denied appeals for Medicare Part D drugs

If we deny your appeal related to a Medicare Part D drug, we will not automatically send your appeal to the CMS contractor. If you want the CMS contractor to make a decision about your denied appeal, you must send your written request to the CMS contractor within 60 days after the date of our denial notice, which will include the contractor's address. The CMS contractor will make its decision within 72 hours after it receives your request.

CMS contractor decisions

The CMS contractor will advise you of its decision and the reason for its decision. If the CMS contractor's decision is in your favor for the Services you requested, we will authorize or provide those Services as quickly as your health condition requires, but no later than 72 hours (or 24 hours if the request is for a Medicare Part D drug) after we receive notice of the CMS contractor's decision.

If the CMS contractor's decision is not fully in your favor, you may request a hearing before an administrative law judge as described under "If You Disagree with the CMS Contractor's Decision" in this "Dispute Resolution" section.

Supporting Documents

You are not required to send additional information to support your appeal. We are responsible for gathering all necessary information, but it may be helpful to you to include additional information to clarify or support your position. For example, you may want to include supporting information with your appeal, such as medical records or physician opinions. We will obtain medical records from Plan Providers on your behalf. If you have received Services from a Non–Plan Provider, you may need to contact the Non–Plan Provider to obtain your medical records. You may need to send or fax a written request. Ask the Non–Plan Provider to send or fax the records directly to us, if possible. We will provide an opportunity for you to provide additional information in person or in writing.

You may submit any new evidence to support your appeal of denied requests for Services by mail, fax, or phone (or in person) at the numbers or addresses listed above for expedited Medicare appeal and standard Medicare appeal.

If you decide to appeal and want help, you may have a doctor, friend, lawyer, or someone else help you. There are several groups that can help you at the following numbers:

- Health Insurance Counseling and Advocacy Program toll free at 1-800-434-0222 (TTY users call 711)
- Medicare Rights Center toll free at 1-888-HMO-9050 (TTY users call 711)
- State Ombudsman (for skilled nursing facility issues) toll free at 1-800-231-4024 (TTY users call 711)
- Area Agency on Aging toll free at 1-800-510-2020 (TTY users call 711) or call Eldercare Locator toll free at 1-800-677-1116 (TTY users call 711)

For information about who may file an appeal, please refer to "Who May File" below.

If You Disagree with the CMS Contractor's Decision

Within 60 days of the date of the denial notice from the CMS contractor, you may request that your appeal be reviewed by an administrative law judge by writing to the address listed in the CMS contractor's denial notice. The administrative law judge may extend the 60 day requirement for good cause. A hearing can be held if the

administrative law judge determines that the amount in controversy is $120 or more. An adverse decision by the administrative law judge may be reviewed by the Medicare Appeals Council of the Department of Health and Human Services, either by its own action or as the result of a request from you or us. If the amount involved is $1,180 or more, you or we may request that a federal district court review the Medicare Appeals Council's decision. The party requesting judicial review must notify the other parties involved. An initial, revised, or appeal determination made by us, the CMS contractor, an administrative law judge, or the Medicare Appeals Council may be reopened within 12 months for any case, within four years for just cause, or at any time for fraud cases or clerical correction.

If the administrative law judge or Medicare Appeals Council decides in your favor, one of the following will apply:

- If your appeal is unrelated to Medicare Part D, we must pay, provide, or authorize the Services within 60 days after we receive notice reversing our decision
- If your appeal is to request payment of a Medicare Part D drug that you have already received, we must pay within 30 days after we receive notice reversing our decision
- If your appeal is to request Services related to a Medicare Part D drug, we must authorize or provide you with the Medicare Part D drug within 72 hours (or 24 hours if your request was an expedited appeal) after we receive notice reversing our decision

Immediate Quality Improvement Organization (QIO) Review

A QIO is a group of doctors paid by the federal government to review the medical necessity, appropriateness, and quality of care furnished to Medicare beneficiaries. You may request an immediate Quality Improvement Organization (QIO) review if either of the following are true:

- You believe you are being asked to leave the hospital too soon and we deny coverage of your continued stay in the hospital because hospitalization is no longer Medically Necessary. The deadline for requesting a QIO review is noon the day after we inform you that you are being discharged
- You disagree with our decision to terminate coverage of your Skilled Nursing Facility care, home health care, or Comprehensive Outpatient Rehabilitation Facility (CORF) care because the Services are no longer Medically Necessary. The deadline for requesting a QIO review is noon the day before coverage of Services is to terminate

If you miss the deadline for requesting QIO review or you disagree with the QIO's decision, you may request an expedited appeal of our decision to terminate Services as described under "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section. However, if any appeal decision is not in your favor, you will be financially responsible for the cost of Services you receive after coverage for the Services is terminated.

Hospital discharges

When you are admitted to the hospital, you have the right to get all the hospital care covered by our Plan that is necessary to diagnose and treat your illness or injury. The day you leave the hospital (your discharge date) is based on when your stay in the hospital is no longer Medically Necessary.

Within two days of admission as an inpatient, someone at the hospital must give you a notice called the "Important Message from Medicare." This notice explains your rights including your right to appeal a discharge decision and have your hospital services paid for by us during the appeal (except for any applicable Cost Sharing). If the hospital gives you the "Important Message from Medicare" more than 2 days before your discharge day, it must give you a copy of your signed "Important Message from Medicare" before you are scheduled to be discharged.

Requesting QIO review. If you believe that your scheduled discharge date is too soon, you may request an immediate QIO review by phone or in writing. That information and further instructions are included in the Important Message. If you request a QIO review by noon of the first business day after you receive the Important Message, you will not be financially responsible for the cost of your hospitalization until the QIO makes a decision. The QIO will respond to your request by phone or in writing. During this process, you will get a notice giving our reasons why we believe that your discharge date is medically appropriate The QIO will ask you for your views about your case before making a decision.

If the QIO agrees with you, then we will continue to cover the hospital stay for as long as Medically Necessary.

If the QIO decides that our decision to terminate coverage for continued hospitalization was medically appropriate, you will be responsible for paying for the hospital stay after the date the QIO made the decision. If

you do not agree with the QIO decision, or if you miss the timeframe to request a QIO review, you may request an expedited appeal as described under "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section.

Skilled Nursing Facility, home health, or CORF care

If you are receiving Skilled Nursing Facility care, home health care, or comprehensive outpatient rehabilitation facility (CORF) care and we decide to terminate our coverage of that care, you will get a written notice either from us or your provider at least 2 days before the termination date of coverage. The notice will state the termination date when coverage of the Services will end and inform you that you may be financially responsible for the cost of Services you receive after the termination date. The notice will also describe the procedures available to you to request a QIO review if you disagree with our decision to end Services because you believe the Services are still Medically Necessary.

Requesting QIO review. When you receive the notice, if you believe that Skilled Nursing Facility care, home health care, or CORF care should not be terminated, you may request an immediate QIO review by phone or in writing. You must request a QIO review no later than noon of the day before the termination date when coverage for the Services is to end. The QIO will make a decision about your request within one day after it receives the information it needs to make a decision. The QIO will ask you for your views about your case before making a decision. If you do not agree with the QIO decision, you may appeal by requesting an Expedited Medicare Appeal as described in this "Dispute Resolution" section.

If the QIO decides that our decision to terminate coverage was medically appropriate, you will be responsible for paying for the Services after the termination date provided on the notice you got from us or your provider (Note: Original Medicare will not pay for these Services).

If the QIO agrees with you, then we will continue to cover the Services for as long as Medically Necessary.

Quality Improvement Organization Complaint Procedure

Quality Improvement Organizations are groups of doctors and health professionals who monitor the quality of care provided to Medicare beneficiaries. The Quality Improvement Organization review process is designed to help stop any improper practices.

You may file a complaint with the local Quality Improvement Organization if you are concerned about the quality of care you have received. If you are concerned about quality related to a Medicare Part D drug (for example, if you believe your Plan pharmacist provided you an incorrect dose of a drug) you may file a complaint with the Quality Improvement Organization, in addition to, or instead of, filing a grievance with us.

To file a complaint with the local Quality Improvement Organization, you should write to Lumetra, One Sansome St., Suite 600, San Francisco, CA 94104-4448 (fax number 1-415-677-2185), or call toll free 1-800-841-1602 (TTY users call 1-800-881-5980).

Grievances

You can file a grievance for any issue that is not subject to a Medicare appeal procedure described above. Your grievance must explain your issue, such as why you believe a decision was wrong or why you are dissatisfied with the Services you received. You may submit a grievance orally or in writing as follows within 60 days after the event or incident:

- To a Member Services representative at your local Member Services Department at a Plan Facility (please refer to *Your Guidebook* for locations), or by calling our Member Service Call Center
- Through our Web site at kaiserpermanente.org

We will send you a confirmation letter within five days after we receive your grievance. We will send you our written decision within 30 days after we receive your grievance. We may extend our decision for up to 14 days if it is in your best interest, or if you request an extension. If we deny your grievance in whole or in part, our written decision will explain why we denied it and additional dispute resolution options. Note: The references to written communication in this paragraph do not apply if you submit your grievance orally and do not request a written response. Instead, we will notify you of our decision orally.

Expedited grievance

You may make an oral or written request that we expedite your grievance if we:

- Deny your request to expedite a decision related to a Service that you have not yet received, as described under "Expedited decision" in the "Requests for Payment or Services" section

- Deny your request to expedite your Medicare appeal described under "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section
- Decide to extend the time we need to make a standard or expedited decision described under "Standard decision" or "Expedited decision" in the "Requests for Payment or Services" section or under "Standard Medicare Appeal Procedure" or "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section

If you request an expedited grievance, we will respond to your request within 24 hours.

Who May File

The following persons may file a grievance or appeal:

- You may file for yourself
- You may appoint someone as your authorized representative by completing our authorization form. Authorization forms are available from your local Member Services Department at a Plan Facility or by calling our Member Service Call Center. Your completed authorization form must accompany the request
- You may file for your dependent children, except that they must appoint you as their authorized representative if they have the legal right to control release of information that is relevant to the request
- You may file for your ward if you are a court-appointed guardian
- You may file for your conservatee if you are a court-appointed conservator
- You may file for your principal if you are an agent under a health care proxy, to the extent provided under state law
- Your physician may request an expedited appeal as described under "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section
- A Non–Plan Provider may file a standard appeal of a denied claim if he or she completes a waiver of liability statement that says he or she will not bill you regardless of the outcome of the appeal

Binding Arbitration

For all claims subject to this "Binding Arbitration" section, both Claimants and Respondents give up the right to a jury or court trial and accept the use of binding arbitration. Insofar as this "Binding Arbitration" section applies to claims asserted by Kaiser Permanente Parties, it shall apply retroactively to all unresolved claims that accrued before the effective date of this *EOC*. Such retroactive application shall be binding only on the Kaiser Permanente Parties.

Scope of Arbitration

Any dispute shall be submitted to binding arbitration if all of the following requirements are met:

- The claim arises from or is related to an alleged violation of any duty incident to or arising out of or relating to this *EOC* or a Member Party's relationship to Kaiser Foundation Health Plan, Inc. (Health Plan), including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, Services, irrespective of the legal theories upon which the claim is asserted
- The claim is asserted by one or more Member Parties against one or more Kaiser Permanente Parties or by one or more Kaiser Permanente Parties against one or more Member Parties
- The claim is *not* within the jurisdiction of the small claims court
- If your Group must comply with the Employee Retirement Income Security Act (ERISA) requirements, the claim is *not* a benefit-related request that constitutes a "benefit claim" in Section 502(a)(1)(B) of ERISA. Note: Benefit claims under this section of ERISA are excluded from this binding arbitration requirement only until such time as the United States Department of Labor regulation prohibiting mandatory binding arbitration of this category of claim (29 CFR 2560.503-1(c)(4)) is modified, amended, repealed, superseded, or otherwise found to be invalid. If this occurs, these claims will automatically become subject to mandatory binding arbitration without further notice
- The claim is *not* subject to a Medicare appeal procedure

As referred to in this "Binding Arbitration" section, "Member Parties" include:

- A Member
- A Member's heir, relative, or personal representative
- Any person claiming that a duty to him or her arises from a Member's relationship to one or more Kaiser Permanente Parties

"Kaiser Permanente Parties" include:

- Kaiser Foundation Health Plan, Inc. (Health Plan)

- Kaiser Foundation Hospitals (KFH)
- KP Cal, LLC (KP Cal)
- The Permanente Medical Group, Inc. (TPMG)
- Southern California Permanente Medical Group (SCPMG)
- The Permanente Federation, LLC
- The Permanente Company, LLC
- Any KFH, TPMG, or SCPMG physician
- Any individual or organization whose contract with any of the organizations identified above requires arbitration of claims brought by one or more Member Parties
- Any employee or agent of any of the foregoing

"Claimant" refers to a Member Party or a Kaiser Permanente Party who asserts a claim as described above. "Respondent" refers to a Member Party or a Kaiser Permanente Party against whom a claim is asserted.

Initiating Arbitration

Claimants shall initiate arbitration by serving a Demand for Arbitration. The Demand for Arbitration shall include the basis of the claim against the Respondents; the amount of damages the Claimants seek in the arbitration; the names, addresses, and telephone numbers of the Claimants and their attorney, if any; and the names of all Respondents. Claimants shall include all claims against Respondents that are based on the same incident, transaction, or related circumstances in the Demand for Arbitration.

Serving Demand for Arbitration

Health Plan, KFH, KP Cal, TPMG, SCPMG, The Permanente Federation, LLC, and The Permanente Company, LLC, shall be served with a Demand for Arbitration by mailing the Demand for Arbitration addressed to that Respondent in care of:

Kaiser Foundation Health Plan, Inc.
Legal Department
1950 Franklin St., 17th Floor
Oakland, CA 94612

Service on that Respondent shall be deemed completed when received. All other Respondents, including individuals, must be served as required by the California Code of Civil Procedure for a civil action.

Filing Fee

The Claimants shall pay a single, nonrefundable filing fee of $150 per arbitration payable to "Arbitration Account" regardless of the number of claims asserted in the Demand for Arbitration or the number of Claimants or Respondents named in the Demand for Arbitration.

Any Claimant who claims extreme hardship may request that the Office of the Independent Administrator waive the filing fee and the neutral arbitrator's fees and expenses. A Claimant who seeks such waivers shall complete the Fee Waiver Form and submit it to the Office of the Independent Administrator and simultaneously serve it upon the Respondents. The Fee Waiver Form sets forth the criteria for waiving fees and is available by calling our Member Service Call Center.

Number of Arbitrators

The number of Arbitrators may affect the Claimant's responsibility for paying the neutral arbitrator's fees and expenses.

If the Demand for Arbitration seeks total damages of $200,000 or less, the dispute shall be heard and determined by one neutral arbitrator, unless the parties otherwise agree in writing that the arbitration shall be heard by two party arbitrators and one neutral arbitrator. The neutral arbitrator shall not have authority to award monetary damages that are greater than $200,000.

If the Demand for Arbitration seeks total damages of more than $200,000, the dispute shall be heard and determined by one neutral arbitrator and two party arbitrators, one jointly appointed by all Claimants and one jointly appointed by all Respondents. Parties who are entitled to select a party arbitrator may agree to waive this right. If all parties agree, these arbitrations will be heard by a single neutral arbitrator.

Payment of Arbitrators' Fees and Expenses

Health Plan will pay the fees and expenses of the neutral arbitrator under certain conditions as set forth in the *Rules for Kaiser Permanente Member Arbitrations Overseen by the Office of the Independent Administrator* ("Rules of Procedure"). In all other arbitrations, the fees and expenses of the neutral arbitrator shall be paid one-half by the Claimants and one-half by the Respondents.

If the parties select party arbitrators, Claimants shall be responsible for paying the fees and expenses of their party arbitrator and Respondents shall be responsible for paying the fees and expenses of their party arbitrator.

Costs

Except for the aforementioned fees and expenses of the neutral arbitrator, and except as otherwise mandated by laws that apply to arbitrations under this "Binding Arbitration" section, each party shall bear the party's own attorneys' fees, witness fees, and other expenses incurred

in prosecuting or defending against a claim regardless of the nature of the claim or outcome of the arbitration.

Rules of Procedure

Arbitrations shall be conducted according to the Rules of Procedure developed by the Office of the Independent Administrator in consultation with Kaiser Permanente and the Arbitration Oversight Board. Copies of the Rules of Procedure may be obtained from our Member Service Call Center.

General Provisions

A claim shall be waived and forever barred if (1) on the date the Demand for Arbitration of the claim is served, the claim, if asserted in a civil action, would be barred as to the Respondents served by the applicable statute of limitations, (2) Claimants fail to pursue the arbitration claim in accord with the Rules of Procedure with reasonable diligence, or (3) the arbitration hearing is not commenced within five years after the earlier of (i) the date the Demand for Arbitration was served in accord with the procedures prescribed herein, or (ii) the date of filing of a civil action based upon the same incident, transaction, or related circumstances involved in the claim. A claim may be dismissed on other grounds by the neutral arbitrator based on a showing of a good cause. If a party fails to attend the arbitration hearing after being given due notice thereof, the neutral arbitrator may proceed to determine the controversy in the party's absence.

The California Medical Injury Compensation Reform Act of 1975 (including any amendments thereto), including sections establishing the right to introduce evidence of any insurance or disability benefit payment to the patient, the limitation on recovery for noneconomic losses, and the right to have an award for future damages conformed to periodic payments, shall apply to any claims for professional negligence or any other claims as permitted or required by law.

Arbitrations shall be governed by this "Binding Arbitration" section, Section 2 of the Federal Arbitration Act, and the California Code of Civil Procedure provisions relating to arbitration that are in effect at the time the statute is applied, together with the Rules of Procedure, to the extent not inconsistent with this section.

Termination of Membership

Your Group is required to inform the Subscriber of the date your membership terminates. Your membership termination date is the first day you are not covered (for example, if your termination date is January 1, 2008, your last minute of coverage was at 11:59 p.m. on December 31, 2007). When a Subscriber's membership ends, the memberships of any Dependents end at the same time. You will be billed as a non-Member for any Services you receive after your membership terminates. Health Plan and Plan Providers have no further liability or responsibility under this *EOC* after your membership terminates, except:

- As provided under "Payments after Termination" in this "Termination of Membership" section
- If you are receiving covered Services as an acute care hospital inpatient on the termination date, we will continue to cover those hospital Services (but not physician Services or any other Services) until you are discharged

Until your membership terminates, you remain a Senior Advantage Member and must continue to receive your medical care from us, except as described in the "Emergency, Urgent, and Routine Care" section about Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care and the "Benefits and Cost Sharing" section about out-of-area dialysis care.

Note: If you enroll in a Prescription Drug Plan, your Senior Advantage membership will terminate as described under "Disenrolling from Senior Advantage" in this "Termination of Membership" section.

Termination Due to Loss of Eligibility

If you meet the eligibility requirements described under "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section on the first day of a month, but later in that month you no longer meet those eligibility requirements, your membership will end at 11:59 p.m. on the last day of that month. For example, if you become ineligible on December 5, 2007, your termination date is January 1, 2008, and your last minute of coverage is at 11:59 p.m. on December 31, 2007.

Also, we will terminate your Senior Advantage membership on the last day of the month if you:

- Are temporarily absent from our Service Area for more than six months in a row
- Permanently move outside our Service Area
- No longer meet the requirement that you be entitled to Medicare Part B. Your Senior Advantage membership termination will be effective the first day of the month following the month when Medicare Part B ends

- Enroll in another Medicare-contracting plan (for example, a Medicare Advantage Plan or a Medicare Prescription Drug Plan), and CMS will automatically terminate your Senior Advantage membership when your enrollment in the other plan becomes effective

Note: If you lose eligibility for Senior Advantage due to these circumstances, you may be eligible to transfer your membership to another Kaiser Permanente plan offered by your Group. Please contact your Group's benefits administrator for information.

Termination of *Agreement*

If your Group's *Agreement* with us terminates for any reason, your membership ends on the same date. Your Group is required to notify Subscribers in writing if its *Agreement* with us terminates.

Disenrolling from Senior Advantage

You may terminate (disenroll from) your Senior Advantage membership at any time. However, before you request disenrollment, please check with your Group's benefits administrator to determine if you are able to continue your Group membership.

If you request disenrollment during your Group's open enrollment, your disenrollment effective date is determined by the date your written request is received by us and the date your Group coverage ends. The effective date will not be earlier than the first day of the month following after we receive your written request, and no later than three months after we receive your request.

If you request disenrollment at a time other than your Group's open enrollment, your disenrollment effective date will be the first day of the month following our receipt of your disenrollment request.

You may request disenrollment by calling toll free 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048) or sending written notice to the following address:

Kaiser Permanente
California Service Center
P.O. Box 232400
San Diego, CA 92193-2400

Other Medicare-contracting plans. If you want to enroll in another Medicare Advantage Plan, a Medicare Private Fee-for-Service Plan, or a Medicare Prescription Drug Plan, you should first confirm with the other plan and your Group that you are able to enroll in their plan. Your new plan will tell you the date when your membership in that plan begins and your Senior Advantage membership will end on that same day (your disenrollment date).

CMS will let us know if you enroll in another Medicare-contracting plan, so you will not need to send us a disenrollment request.

Original Medicare. If you request disenrollment from Senior Advantage and you do not enroll in another Medicare-contracting plan, you will automatically be enrolled in Original Medicare when your Senior Advantage membership terminates (your disenrollment date). On your disenrollment date, you can start using your red, white, and blue Medicare card to get services under Original Medicare. You will not get anything in writing that tells you that you have Original Medicare after you disenroll. If you choose Original Medicare and you want to continue to get Medicare Part D prescription drug coverage, you will need to enroll in a Prescription Drug Plan in your area.

Termination of Contract with CMS

If our contract with CMS to offer Senior Advantage terminates, your membership will terminate on the same date. We will send you advance written notice and advise you of your health care options. Also, you may be eligible to transfer your membership to another Kaiser Permanente plan offered by your Group.

Termination for Cause

We may terminate your membership by sending you advance written notice if you commit one of the following acts:

- You are disruptive and your continued enrollment seriously impairs our ability to arrange or provide health care for you or for other Members. Any such termination requires CMS approval
- You commit theft from Health Plan, from a Plan Provider, or at a Plan Facility
- You intentionally misrepresent membership status, misuse (or let someone else use) a Member ID card, or commit fraud in connection with your obtaining membership

If we terminate your membership for cause, you will not be allowed to enroll in Health Plan in the future until you have completed a Member Orientation and have signed a

statement promising future compliance. We may report fraud and other illegal acts to the authorities for prosecution.

Termination for Nonpayment of Premiums

If your Group fails to pay us the appropriate Premiums for your Family Unit, we may terminate the memberships of everyone in your Family Unit.

Termination of a Product or all Products

We may terminate a particular product or all products offered in a small or large group market as permitted or required by law. If we discontinue offering a particular product in a market, we will terminate just the particular product upon 90 days prior written notice to you. If we discontinue offering all products to groups in a small or large group market, as applicable, we may terminate your Group's *Agreement* upon 180 days prior written notice to you.

Certificates of Creditable Coverage

The Health Insurance Portability and Accountability Act (HIPAA) requires employers or health plans to issue "Certificates of Creditable Coverage" to terminated group members. The certificate documents health care membership and is used to prove prior creditable coverage when a terminated member seeks new coverage. When your membership terminates, or at any time upon request, we will mail the certificate to you (the Subscriber) unless your Group has an agreement with us to mail the certificates. If you have any questions, please contact your Group's benefits administrator.

Payments after Termination

If we terminate your membership for cause or for nonpayment, we will:

- Refund any amounts we owe your Group for Premiums paid after the termination date
- Pay you any amounts we have determined that we owe you for claims during your membership in accord with "Requests for Payment" in the "Requests for Payment or Services" section. We will deduct any amounts you owe Health Plan or Plan Providers from any payment we make to you

Review of Membership Termination

If you believe that we terminated your membership because of your ill health or your need for care, you may file a grievance as described in the "Dispute Resolution" section.

Continuation of Membership

If your membership under this *EOC* ends, you may be eligible to maintain Health Plan membership without a break in coverage under this *EOC* (group coverage) or you may be eligible to convert to an individual (nongroup) plan.

Continuation of Group Coverage

COBRA

You may be able to continue your coverage under this *EOC* for a limited time after you would otherwise lose eligibility, if required by the federal COBRA law. COBRA applies to most employees (and most of their covered family Dependents) of most employers with 20 or more employees.

You must submit a COBRA election form to your Group within the COBRA election period. Please ask your Group's benefits administrator for details about COBRA coverage, such as how to elect coverage, how much you must pay your Group, and where to send your COBRA Premiums.

As described in "Conversion from Group Membership to an Individual Plan" in this "Continuation of Membership" section, you may be able to convert to an individual (nongroup) plan if you don't apply for COBRA coverage, or if you enroll in COBRA and your COBRA coverage ends.

Coverage for a disabling condition

If you became totally disabled after December 31, 1977, while you were a Member under your Group's *Agreement* with us and while the Subscriber was employed by your Group, and your Group's *Agreement* with us terminates, coverage for your disabling condition will continue until any one of the following events occurs:

- 12 months have elapsed
- You are no longer disabled
- Your Group's *Agreement* with us is replaced by another group health plan without limitation as to the disabling condition

Your coverage will be subject to the terms of this *EOC* including Cost Sharing.

For Subscribers and adult Dependents, "totally disabled" means that, in the judgment of a Medical Group physician, an illness or injury is expected to result in death or has lasted or is expected to last for a continuous period of at least 12 months, and makes the person unable to engage in any employment or occupation, even with training, education, and experience.

For Dependent children, "totally disabled" means that, in the judgment of a Medical Group physician, an illness or injury is expected to result in death or has lasted or is expected to last for a continuous period of at least 12 months and the illness or injury makes the child unable to substantially engage in any of the normal activities of children in good health of like age.

To request continuation of coverage for your disabling condition, you must call our Member Service Call Center, within 30 days of the date your Group's *Agreement* with us terminates.

Conversion from Group Membership to an Individual Plan

After your Group notifies us to terminate your membership, we will send a termination letter to the Subscriber's address of record. The letter will include information about options that may be available to you to remain a Health Plan member through one of our Individual Plans. Individual–Conversion Plan coverage begins when your Group coverage ends. The premiums and coverage under our Individual–Conversion Plans are different from those under this *EOC.*

How to convert

If you no longer qualify as a Member described under "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section, we will automatically convert your Group membership to our *Senior Advantage Individual Plan Agreement* if you still meet the eligibility requirements for Senior Advantage and have not disenrolled. The premiums and coverage under our individual plan will differ from those under this *EOC* and will include Medicare Part D prescription drug coverage. You may not be eligible to convert if your Group's *Agreement* with us terminates.

If you are no longer eligible for Senior Advantage and Group coverage, you may be eligible to convert to our non-Medicare individual plan, called "Kaiser Permanente Individual–Conversion Plan." You may be eligible to enroll in our Individual–Conversion Plan if we receive your enrollment application within 63 days of the date of our termination letter or of your membership termination date (whichever date is later). You are not eligible to convert if your membership ends because we terminated your membership under "Termination for Cause" in the "Termination of Membership" section. Also, you may not be eligible to convert your membership if your Group's *Agreement* with us terminates.

For information about converting your membership or about other individual plans, call our Member Service Call Center.

Miscellaneous Provisions

Administration of this *Agreement*

We may adopt reasonable policies, procedures, and interpretations to promote orderly and efficient administration of your Group's *Agreement*, including this *EOC.*

Advance directives

The California Health Care Decision Law offers several ways for you to control the kind of health care you will receive if you become very ill or unconscious, including the following:

- A *Power of Attorney for Health Care* lets you name someone to make health care decisions for you when you cannot speak for yourself. It also lets you write down your own views on life support and other treatments
- *Individual health care instructions* let you express your wishes about receiving life support and other treatment. You can express these wishes to your doctor and have them documented in your medical chart, or you can put them in writing and have that included in your medical chart

To learn more about advance directives, including how to obtain forms and instructions, contact your local Member Services Department at a Plan Facility. You can also refer to *Your Guidebook* for more information about advance directives.

Agreement binding on Members

By electing coverage or accepting benefits under this *EOC*, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all provisions of this *EOC.*

Amendment of *Agreement*

Your Group's *Agreement* with us will change periodically. If these changes affect this *EOC*, your Group is required to inform you in accord with applicable law and your Group's *Agreement*.

Applications and statements

You must complete any applications, forms, or statements that we request in our normal course of business or as specified in this *EOC*.

Assignment

You may not assign this *EOC* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without our prior written consent.

Attorneys' fees and expenses

In any dispute between a Member and Health Plan, the Medical Group, or Kaiser Foundation Hospitals, each party will bear its own attorneys' fees and other expenses.

Governing law

Except as preempted by federal law, this *EOC* will be governed in accord with California law and any provision that is required to be in this *EOC* by state or federal law shall bind Members and Health Plan whether or not set forth in this *EOC*.

Group and Members not our agents

Neither your Group nor any Member is the agent or representative of Health Plan.

Health Insurance Counseling and Advocacy Program (HICAP)

HICAP is a state program in California that gets money from the federal government to give free local health insurance counseling to people with Medicare. HICAP can explain your Medicare rights and protections, help you make complaints about care or treatment, and help straighten out problems with Medicare bills. HICAP has information about Medicare Advantage Plans, Medicare Prescription Drug Plans, Medicare Cost Plans, and about Medigap (Medicare Supplement Insurance) Policies. This includes information about whether to drop your Medigap Policy while enrolled in a Medicare Advantage Plan. This also includes special Medigap rights for people who have tried a Medicare Advantage Plan for the first time. Call HICAP toll free at 1-800-434-0222 (TTY users call 711) for a referral to your local HICAP office. HICAP is a free service provided by the state of California.

Medicaid agency (Medi-Cal)

Medicaid is a joint federal and state program that helps with medical costs for some people with low incomes and limited resources. Some people with Medicare are also eligible for Medicaid. Most health care costs are covered if you qualify for both Medicare and Medicaid. Medicaid also has programs that can help pay for your Medicare premiums and other costs, if you qualify. To find out more about Medi-Cal programs, call or visit your county Social Services agency. Please be aware that if you get SSI/SSP payments, the Social Security Administration automatically sets up Medi-Cal for you. No separate application for Medi-Cal is needed.

Named fiduciary

Under your Group's *Agreement*, we have assumed the role of a "named fiduciary," a party responsible for determining whether you are entitled to benefits under this *EOC*. Also, as a named fiduciary, we have the discretionary authority to review and evaluate claims that arise under this *EOC*. We conduct this evaluation independently by interpreting the provisions of this *EOC*.

No waiver

Our failure to enforce any provision of this *EOC* will not constitute a waiver of that or any other provision, or impair our right thereafter to require your strict performance of any provision.

Nondiscrimination

We do not discriminate in our employment practices or in the delivery of Services on the basis of age, race, color, national origin, cultural background, religion, sex, sexual orientation, or physical or mental disability.

Notices

Our notices to you will be sent to the most recent address we have for the Subscriber. The Subscriber is responsible for notifying us of any change in address. Subscribers who move should call our Member Service Call Center, and the Social Security Administration toll free at 1-800-772-1213 (TTY users call 1-800-325-0778) as soon as possible to report the address change. If a Member does not reside with the Subscriber, he or she should contact our Member Service Call Center to discuss alternate delivery options.

Note: When we tell your Group about changes to this *EOC* or provide your Group other information that affects you, your Group is required to notify the Subscriber within 30 days (or five days if we terminate your Group's *Agreement*) after receiving the information from us.

Other EOC formats

You can request a copy of this *EOC* in an alternate format (Braille, audio, electronic text file, or large print) by calling our Member Service Call Center.

Overpayment recovery

We may recover any overpayment we make for Services from anyone who receives such an overpayment or from any person or organization obligated to pay for the Services.

Privacy practices

Kaiser Permanente will protect the privacy of your protected health information (PHI). We also require contracting providers to protect your PHI. PHI is health information that includes your name, Social Security number, or other information that reveals who you are. You may generally see and receive copies of your PHI, correct or update your PHI, and ask us for an accounting of certain disclosures of your PHI.

We may use or disclose your PHI for treatment, payment, and health care operations purposes, including health research and measuring the quality of care and Services. We are sometimes required by law to give PHI to government agencies or in judicial actions. In addition, Member-identifiable medical information is shared with employers only with your authorization or as otherwise permitted by law. We will not use or disclose your PHI for any other purpose without your (or your representative's) written authorization, except as described in our *Notice of Privacy Practices* (see below). Giving us authorization is at your discretion.

This is only a brief summary of some of our key privacy practices. Our *Notice of Privacy Practices* describing our policies and procedures for preserving the confidentiality of medical records and other PHI is available and will be furnished to you upon request. To request a copy, please call our Member Service Call Center. You can also find the notice at your local Plan Facility or on our Web site at kp.org.

Public policy participation

The Kaiser Foundation Health Plan, Inc., Board of Directors establishes public policy for Health Plan. A list of the Board of Directors is available on our Web site at kp.org or from our Member Service Call Center. If you would like to provide input about Health Plan public policy for consideration by the Board, please send written comments to the Office of Board and Corporate Governance Services, One Kaiser Plaza, 19th Floor, Oakland, CA 94612.

Railroad Retirement Board

If you get benefits from the Railroad Retirement Board, you can call your local Railroad Retirement Board office or toll free 1-800-808-0772 (TTY users call 1-312-751-4701). You can also visit **www.rrb.gov** on the Web.

Social Security Administration

The Social Security Administration provides economic protection for Americans of all ages. Social Security programs include retirement benefits, disability, family benefits, survivors' benefits, and benefits for the aged, blind, and disabled. You can call the Social Security Administration toll free at 1-800-772-1213 (TTY users call 1-800-325-0778). You can also visit **www.ssa.gov** on the Web.

Telephone access (TTY)

If you are hearing or speech impaired and use a text telephone device (TTY, also known as TDD) to communicate by phone, you can use the California Relay Service by calling 711 if a dedicated TTY number is not available for the telephone number that you want to call.

KAISER PERMANENTE®

Kaiser Foundation Health Plan, Inc.
Northern California Region

A nonprofit corporation and a Medicare Advantage Organization

Kaiser Permanente Senior Advantage with Part D (MSP) Evidence of Coverage for
EL DORADO COUNTY

Purchaser ID: 34936 Contract: 1 Version: 42 *EOC* Number: 2

For Senior Advantage Members when Medicare is secondary by law

July 1, 2008, through June 30, 2009

Member Service Call Center
Seven days a week 8 a.m.–8 p.m.
1-800-443-0815 toll free
1-800-777-1370 (toll free TTY for the hearing/speech impaired)
kp.org

TABLE OF CONTENTS FOR EOC #2

Benefit Highlights

Annual Out-of-Pocket Maximum for Certain Services	
For Services subject to the maximum, you will not pay any more Cost Sharing during a calendar year after the Copayments and Coinsurance you pay for those Services add up to one of the following amounts:	
For self-only enrollment (a Family Unit of one Member)	$1,500 per calendar year
For any one Member in a Family Unit of two or more Members	$1,500 per calendar year
For an entire Family Unit of two or more Members	$3,000 per calendar year
Deductible or Lifetime Maximum	None
Professional Services (Plan Provider office visits)	**You Pay**
Primary and specialty care visits (includes routine and Urgent Care appointments)	No charge
Routine preventive physical exams	No charge
Well-child preventive care visits (0–23 months)	No charge
Family planning visits	No charge
Scheduled prenatal care and first postpartum visit	No charge
Routine preventive refraction exams and glaucoma screening	No charge
Routine preventive hearing tests	No charge
Physical, occupational, and speech therapy visits	No charge
Outpatient Services	**You Pay**
Outpatient surgery	No charge
Allergy injection visits	No charge
Allergy testing visits	No charge
X-rays, annual mammograms, and lab tests	No charge
Manual manipulation of the spine	No charge
Health education:	
Individual visits	No charge
Group educational programs	No charge
Hospitalization Services	**You Pay**
Room and board, surgery, anesthesia, X-rays, lab tests, and drugs	No charge
Emergency Health Coverage	**You Pay**
Emergency Department and Out-of-Area Urgent Care visits	No charge
Ambulance Services	**You Pay**
Ambulance Services	No charge
Prescription Drug Coverage	**You Pay**
Most covered outpatient items in accord with our drug formulary guidelines	No charge for up to a 100-day supply
Durable Medical Equipment (DME)	**You Pay**
Covered DME for home use in accord with our DME formulary and Medicare guidelines	No charge
Mental Health Services	**You Pay**
Inpatient psychiatric care: first 190 days per lifetime as covered by Medicare. Thereafter, up to 45 days per calendar year	No charge
Outpatient individual and group visits	No charge
Chemical Dependency Services	**You Pay**
Inpatient detoxification	No charge
Outpatient individual visits	No charge
Outpatient group visits	No charge

Chemical Dependency Services	You Pay
Transitional residential recovery Services (up to 60 days per calendar year, not to exceed 120 days in any five-year period)	No charge
Home Health Services	**You Pay**
Home health care (part-time, intermittent)	No charge
Other	**You Pay**
Eyewear purchased from Plan Optical Sales Offices every 24 months	Amount in excess of $350 Allowance
Hearing aid(s) every 36 months	Amount in excess of $2,500 Allowance per aid
Skilled Nursing Facility care	No charge
Hospice care	No charge

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Sharing, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Sharing. For a complete explanation, please refer to the "Benefits and Cost Sharing" and "Exclusions, Limitations, Coordination of Benefits, and Reductions" sections.

Introduction

Kaiser Foundation Health Plan, Inc. (Health Plan) has a contract with the Centers for Medicare & Medicaid Services (CMS) as a Medicare Advantage Organization, which is renewed annually. This contract provides Medicare Services (including Medicare Part D prescription drug coverage) through "Kaiser Permanente Senior Advantage with Part D" (Senior Advantage), except for hospice care for Members with Medicare Part A and qualifying clinical trials, which are covered directly by Medicare. Senior Advantage is for Members entitled to Medicare, providing the advantages of combined Medicare and Health Plan benefits. Enrollment in Senior Advantage means that you are automatically enrolled in Medicare Part D.

This *Evidence of Coverage (EOC)* describes our Senior Advantage health care coverage (when Medicare is secondary coverage under federal law) provided under the *Group Agreement (Agreement)* between Health Plan and your Group (the entity with which Health Plan has entered into the *Agreement*). For benefits provided under any other Health Plan program, refer to that plan's evidence of coverage.

In this *EOC*, Health Plan is sometimes referred to as "we," or "us." Members are sometimes referred to as "you." Some capitalized terms have special meaning in this *EOC;* please see the "Definitions" section for terms you should know.

Please read the following information so that you will know from whom or what group of providers you may get health care. It is important to familiarize yourself with your coverage by reading this *EOC* completely, so that you can take full advantage of your Health Plan benefits. Also, if you have special health care needs, please carefully read the sections that apply to you.

Term of this *EOC*

This *EOC* is for the period July 1, 2008, through June 30, 2009, unless amended. Your Group's benefits administrator can tell you whether this *EOC* is still in effect and give you a current one if this *EOC* has expired or been amended.

About Kaiser Permanente

Kaiser Permanente provides Services directly to our Members through an integrated medical care program. Health Plan, Plan Hospitals, and the Medical Group work together to provide our Members with quality care. Our medical care program gives you access to all of the covered Services you may need, such as routine care with your own personal Plan Physician, hospital care, laboratory and pharmacy Services, Emergency Care, Urgent Care, and other benefits described in the "Benefits and Cost Sharing" section. Plus, our healthy living (health education) programs offer you great ways to protect and improve your health.

We provide covered Services to Members using Plan Providers located in our Service Area, which is described in the "Definitions" section. You must receive all covered care from Plan Providers inside our Service Area, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
- Authorized referrals as described under "Getting a Referral" in the "How to Obtain Services" section
- Out-of-area dialysis care as described under "Dialysis Care" in the "Benefits and Cost Sharing" section
- Prescription drugs from Non–Plan Pharmacies as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section
- Visiting member care as described under "Visiting Other Regions" in the "How to Obtain Services" section

Note: Most of the covered Services you receive under this *EOC* will be provided to you at no charge because you are covered by your Group as primary coverage and by Medicare as secondary coverage (see the "Benefits and Cost Sharing" section).

Definitions

When capitalized and used in any part of this *EOC*, these terms have the following meanings:

Allowance: A specified credit amount that you can use toward the purchase price of an item. If the price of the item(s) you select exceeds the Allowance, you will pay the amount in excess of the Allowance (and that payment does not apply toward your annual out-of-pocket maximum).

Charges: Charges means the following:

- For Services provided by the Medical Group or Kaiser Foundation Hospitals, the charges in Health Plan's schedule of Medical Group and Kaiser Foundation Hospitals charges for Services provided to Members
- For Services for which a provider (other than the Medical Group or Kaiser Foundation Hospitals) is compensated on a capitation basis, the charges in the schedule of charges that Kaiser Permanente negotiates with the capitated provider
- For items obtained at a pharmacy owned and operated by Kaiser Permanente, the amount the pharmacy would charge a Member for the item if a Member's benefit plan did not cover the item (this amount is an estimate of: the cost of acquiring, storing, and dispensing drugs, the direct and indirect costs of providing Kaiser Permanente pharmacy Services to Members, and the pharmacy program's contribution to the net revenue requirements of Health Plan)
- For all other Services, the payments that Kaiser Permanente makes for the Services or, if Kaiser Permanente subtracts Cost Sharing from its payment, the amount Kaiser Permanente would have paid if it did not subtract Cost Sharing

Clinically Stable: You are considered Clinically Stable when your treating physician believes, within a reasonable medical probability and in accordance with recognized medical standards, that you are safe for discharge or transfer and that your condition is not expected to get materially worse during or as a result of the discharge or transfer.

CMS: The Centers for Medicare & Medicaid Services is the federal agency that administers the Medicare program.

Coinsurance: A percentage of Charges that you must pay when you receive a covered Service as described in the "Benefits and Cost Sharing" section.

Copayment: A specific dollar amount that you must pay when you receive a covered Service as described in the "Benefits and Cost Sharing" section. Note: The dollar amount of the Copayment can be $0 (no charge).

Cost Sharing: The Copayment or Coinsurance you are required to pay for a covered Service.

Coverage Determination: Any initial coverage decision we make about your Medicare Part D drugs, including how much you must pay for the drug. These decisions are discussed in the "Requests for Payment or Services" section.

Deductible: The amount you must pay in a calendar year for certain Services before we will cover those Services at the Copayment or Coinsurance in that calendar year.

Dependent: A Member who meets the eligibility requirements as a Dependent (for Dependent eligibility requirements, see "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section).

Emergency Care: Emergency Care is:

- Evaluation by a physician (or other appropriate personnel under the supervision of a physician to the extent provided by law) to determine whether you have an Emergency Medical Condition
- Medically Necessary Services required to make you Clinically Stable within the capabilities of the facility
- Emergency ambulance Services covered under "Ambulance Services" in the "Benefits and Cost Sharing" section

Emergency Medical Condition: An Emergency Medical Condition is: (1) a medical or psychiatric condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that you could reasonably expect the absence of immediate medical attention to result in serious jeopardy to your health or body functions or organs; or (2) active labor when there isn't enough time for safe transfer to a Plan Hospital (or designated hospital) before delivery or if transfer poses a threat to your (or your unborn child's) health and safety.

Family Unit: A Subscriber and all of his or her Dependents.

Group: The entity with which Health Plan has entered into the Agreement that includes this *EOC*.

Health Plan: Kaiser Foundation Health Plan, Inc., a California nonprofit corporation. This *EOC* sometimes refers to Health Plan as "we" or "us."

Kaiser Permanente: Kaiser Foundation Hospitals (a California nonprofit corporation), Health Plan, and the Medical Group.

Medical Group: The Permanente Medical Group, Inc., a for-profit professional corporation.

Medically Necessary: A Service is Medically Necessary if it is medically appropriate and required to prevent, diagnose, or treat your condition or clinical symptoms in accord with generally accepted professional standards of practice that are consistent with a standard of care in the medical community.

Medicare: A federal health insurance program for people age 65 and older and some people under age 65 with disabilities or end-stage renal disease (permanent kidney failure). In this *EOC*, Members who are "eligible

for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who are "entitled to" or "have" Medicare Part A, B, or D are those who have been granted Medicare Part A, B, or D coverage.

Medicare Advantage Organization: A public or private entity organized and licensed by a state as a risk-bearing entity that has a contract with CMS to provide Services covered by Medicare. Kaiser Foundation Health Plan, Inc., is a Medicare Advantage Organization.

Medicare Advantage Plan: Health care coverage offered by a Medicare Advantage Organization.

Medicare Private Fee-for-Service Plans: Plans that are available in some parts of the country. In Medicare Private Fee-for-Service Plans, you may go to any Medicare-approved doctor or hospital that accepts the plan's payment. The Medicare Private Fee-for-Service Plan, rather than the Medicare program, decides how much it pays and what you pay for the services you get. You may pay more for Medicare-covered benefits. You may get extra benefits that Original Medicare does not cover, like prescriptions drugs as part of the Medicare Part D (Prescription Drug) benefit.

Medigap (Medicare Supplement Insurance) Policy: Medicare supplement insurance sold by private insurance companies to fill "gaps" in Original Medicare coverage. Medigap Policies only work with Original Medicare coverage.

Member: A person who is eligible and enrolled under this *EOC*, and for whom we have received applicable Premiums. This *EOC* sometimes refers to a Member as "you."

Non–Plan Hospital: A hospital other than a Plan Hospital.

Non–Plan Pharmacy: A pharmacy other than a Plan Pharmacy. These pharmacies are also called "out-of-network pharmacies."

Non–Plan Physician: A physician other than a Plan Physician.

Non–Plan Provider: A provider other than a Plan Provider.

Non–Plan Skilled Nursing Facility: A Skilled Nursing Facility other than a Plan Skilled Nursing Facility.

Organization Determination: Any initial decision we make about your request for Services or payment that is unrelated to Medicare Part D drugs. These decisions are discussed in the "Requests for Payment or Services" section.

Original Medicare: Medicare coverage that is available throughout the country to Medicare beneficiaries. It is a pay-per-visit or "fee-for-service" plan that lets you go to any doctor, hospital, or other health care provider who accepts Medicare. You must pay a deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance).

Out-of-Area Urgent Care: Medically Necessary Services to prevent serious deterioration of your health resulting from an unforeseen illness or an unforeseen injury if all of the following are true:

- You are temporarily outside our Service Area
- You reasonably believed that your health would seriously deteriorate if you delayed treatment until you returned to our Service Area

Plan Facility: Any facility listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Facilities are subject to change at any time without notice. For the current locations of Plan Facilities, please call our Member Service Call Center.

Plan Hospital: Any hospital listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Hospitals are subject to change at any time without notice. For the current locations of Plan Hospitals, please call our Member Service Call Center.

Plan Medical Office: Any medical office listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Medical Offices are subject to change at any time without notice. For the current locations of Plan Medical Offices, please call our Member Service Call Center.

Plan Optical Sales Office: An optical sales office owned and operated by Kaiser Permanente or another optical sales office that we designate. Please refer to *Your Guidebook* for a list of Plan Optical Sales Offices in your area, except that Plan Optical Sales Offices are subject to change at any time without notice. For the current locations of Plan Optical Sales Offices, please call our Member Service Call Center.

Plan Pharmacy: A pharmacy owned and operated by Kaiser Permanente or another pharmacy that we designate. Please refer to *Your Guidebook* for a list of Plan Pharmacies in your area, except that Plan Pharmacies are subject to change at any time without notice. For the current locations of Plan Pharmacies, please call our Member Service Call Center.

Plan Physician: Any licensed physician who is an employee of the Medical Group, or any licensed physician who contracts to provide Services to Members

(but not including physicians who contract only to provide referral Services).

Plan Provider: A Plan Hospital, a Plan Physician, the Medical Group, a Plan Pharmacy, or any other health care provider that we designate as a Plan Provider.

Plan Skilled Nursing Facility: A Skilled Nursing Facility approved by Health Plan.

Post-Stabilization Care: Post-Stabilization Care is Medically Necessary Services you receive after your treating physician determines that your Emergency Medical Condition is Clinically Stable.

Premiums: Periodic membership charges paid by your Group.

Region: A Kaiser Foundation Health Plan organization or allied plan that conducts a direct-service health care program. For information about Region locations in the District of Columbia and parts of Southern California, Colorado, Georgia, Hawaii, Idaho, Maryland, Ohio, Oregon, Virginia, and Washington, please call our Member Service Call Center.

Service Area: The geographic area approved by CMS within which an eligible person may enroll in a particular plan offered by Senior Advantage. The following counties are entirely inside our Service Area: Alameda, Contra Costa, Marin, Sacramento, San Francisco, San Joaquin, San Mateo, Solano, and Stanislaus.

Portions of the counties listed below are also inside our Service Area, as indicated by the ZIP codes below for each county. A ZIP code is considered to be inside our Service Area only if it is in the county associated with that ZIP code. For example, since a ZIP code can span more than one county, even if your ZIP code is listed below, your home is not inside our Service Area if you live in a county that is not part of our Service Area. Also, the ZIP codes listed below may include ZIP codes for Post Office boxes and commercial rental mailboxes. A Post Office box or rental mailbox cannot be used to determine whether you meet the residence eligibility requirements for Senior Advantage. Your permanent residence address must be used to determine your Senior Advantage eligibility:

- Amador: 95640, 95669
- El Dorado: 95613–14, 95619, 95623, 95633–35, 95651, 95664, 95667, 95672, 95682, 95762
- Fresno: 93242, 93602, 93606–07, 93609, 93611–13, 93616, 93618–19, 93624–27, 93630–31, 93646, 93648–52, 93654, 93656–57, 93660, 93662, 93667–68, 93675, 93701–12, 93714–18, 93720–30, 93740–41, 93744–45, 93747, 93750, 93755, 93760–61, 93764–65, 93771–80, 93784, 93786, 93790–94, 93844, 93888
- Kings: 93230, 93232, 93242, 93631, 93656
- Madera: 93601–02, 93604, 93614, 93623, 93626, 93636–39, 93643–45, 93653, 93669, 93720
- Mariposa: 93601, 93623, 93653
- Napa: 94503, 94508, 94515, 94558–59, 94562, 94567, 94573–74, 94576, 94581, 94589–90, 94599, 95476
- Placer: 95602–04, 95626, 95648, 95650, 95658, 95661, 95663, 95668, 95677–78, 95681, 95692, 95703, 95722, 95736, 95746–47, 95765
- Santa Clara: 94022–24, 94035, 94039–43, 94085–89, 94301–06, 94309, 94550, 95002, 95008–09, 95011, 95013–15, 95020–21, 95026, 95030–33, 95035–38, 95042, 95044, 95046, 95050–56, 95070–71, 95076, 95101, 95103, 95106, 95108–13, 95115–36, 95138–41, 95148, 95150–61, 95164, 95170, 95172–73, 95190–94, 95196
- Sonoma: 94515, 94922–23, 94926–28, 94931, 94951–55, 94972, 94975, 94999, 95401–07, 95409, 95416, 95419, 95421, 95425, 95430–31, 95433, 95436, 95439, 95441–42, 95444, 95446, 95448, 95450, 95452, 95462, 95465, 95471–73, 95476, 95486–87, 95492
- Sutter: 95626, 95645, 95648, 95659, 95668, 95674, 95676, 95692, 95837
- Tulare: 93238, 93261, 93618, 93631, 93646, 93654, 93666, 93673
- Yolo: 95605, 95607, 95612, 95616–18, 95645, 95691, 95694–95, 95697–98, 95776, 95798–99
- Yuba: 95692, 95903, 95961

Note: Subject to approval by the Centers for Medicare & Medicaid Services (CMS), we may reduce our Service Area effective any January 1 by giving prior written notice to your Group. We may expand our Service Area at any time by giving written notice to your Group. ZIP codes are subject to change by the U.S. Postal Service.

Services: Health care services or items.

Skilled Nursing Facility: A facility that provides inpatient skilled nursing care, rehabilitation services, or other related health services and is licensed by the state of California. The facility's primary business must be the provision of 24-hour-a-day licensed skilled nursing care. The term "Skilled Nursing Facility" does not include convalescent nursing homes, rest facilities, or facilities for the aged, if those facilities furnish primarily custodial care, including training in routines of daily living. A "Skilled Nursing Facility" may also be a unit or section within another facility (for example, a hospital) as long as it continues to meet this definition.

Spouse: Your legal husband or wife. For the purposes of this *EOC*, the term "Spouse" includes your registered

domestic partner who meets all of the requirements of Section 297 of the California Family Code, or your domestic partner in accord with your Group's requirements, if any, that we approve.

Subscriber: A Member who is eligible for membership on his or her own behalf and not by virtue of Dependent status and who meets the eligibility requirements as a Subscriber (for Subscriber eligibility requirements, see "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section).

Urgent Care: Medically Necessary Services for a condition that requires prompt medical attention but is not an Emergency Medical Condition.

Premiums, Eligibility, and Enrollment

Premiums

Your Group is responsible for paying Premiums. If you are responsible for any contribution to the Premiums, your Group will tell you the amount and how to pay your Group (through payroll deduction, for example). In addition to any amount you must pay your Group, you must also continue to pay Medicare your monthly Medicare premium.

Medicare Part D late enrollment penalty. There is a late enrollment penalty if you do not have Medicare prescription drug coverage during your initial enrollment period, or if you do not have creditable prescription drug coverage for a continuous period of 63 days or more after your initial enrollment period. Creditable prescription drug coverage is coverage that is at least as good as the standard Medicare Part D prescription drug coverage. This Medicare late enrollment penalty applies as long as you have Medicare Part D prescription drug coverage. The amount of the penalty may increase every year. Your Group will inform you if the penalty applies to you.

Note: The late enrollment penalty may also apply to Members who qualify for extra help with their drug plan expenses. If the penalty applies, Medicare may pay some or all of the penalty. Qualified Members will pay 20 percent of the penalty for the first 60 months and none of the penalty afterwards.

Extra help with drug plan expenses

If you have limited income and resources, you may qualify for extra help to pay a portion of the following:

- Your Group's monthly Premiums for Medicare Part D prescription coverage
- Your covered prescription drug expenses (for example, Copayments and Coinsurance)

The amount of extra help that you get will depend on your income and resources. To qualify, your annual income must be below $15,600 (or $21,000 if you are married). In addition, your resources (including your savings and stocks, but not your home or car) must not exceed $11,990 (or $23,970 if you are married). You automatically qualify for extra help and do not have to apply for it if any of the following are true:

- You have full Medi-Cal coverage
- You get Supplemental Security Income
- Medi-Cal helps pay for your Medicare premium because you belong to a Medicare Savings Program, such as the Qualified Medicare Beneficiary, Specified Low-Income Medicare Beneficiary program, or the Qualified Individual program

For more information on who can get extra help with prescription drug expenses and how to apply, please call the Social Security Administration toll free at 1-800-772-1213 (TTY users call 1-800-325-0778), or visit **www.ssa.gov** on the Web. In addition, you can look at the *Medicare & You* handbook, visit **www.medicare.gov** on the Web, or call toll free 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048).

Note: The income and resource amounts shown above are for 2008 and Medicare may change them at any time, without notice. Also, if you pay more than half of the living expenses of any dependent family member, income limits are higher. Please call our Member Service Call Center to find out what the income limits are.

Who Is Eligible

To enroll and to continue enrollment, you must meet all of the eligibility requirements described in this "Who Is Eligible" section.

Group eligibility requirements

You must meet your Group's eligibility requirements that we have approved. Your Group is required to inform Subscribers of its eligibility requirements, such as the minimum number of hours that employees must work. Please note that your Group might not allow enrollment to some persons who meet the requirements described under "Additional eligibility requirements" below.

Medicare eligibility requirements

- You must be entitled to benefits under Medicare Part B
- You may enroll in Senior Advantage regardless of health status, except that you may not enroll if you have end-stage renal disease. This restriction does not apply to you if you are currently a Health Plan Member in the Northern California or Southern California Region and you developed end-stage renal disease while a Member
- Your Group's health care plan must be primary and Medicare coverage must be secondary under federal law
- Non-Members may not be able to enroll if Senior Advantage has reached a capacity limit that the Centers for Medicare & Medicaid Services has approved. This limitation does not apply to existing Members who are eligible for Medicare (for example, when you turn age 65)

Note: You may not be enrolled in two Medicare-contracting plans at the same time. If you enroll in Senior Advantage, CMS will automatically disenroll you from any other Medicare-contracting plan, including a Medicare Prescription Drug Plan.

Service Area eligibility requirements

You (the Subscriber) must live in our Service Area. However, if you have been continuously enrolled in Senior Advantage since December 31, 1998 and lived outside our Service Area during that time, you may continue your membership unless you move and are still outside our Service Area. The "Definitions" section describes our Service Area and how it may change.

Moving outside our Service Area. If you permanently move outside our Service Area, or you are temporarily absent from our Service Area for a period of more than six months in a row, you must notify us and you cannot continue your Senior Advantage membership under this *EOC*. Send your notice to Kaiser Permanente, California Service Center, P.O. Box 232400, San Diego, CA 92193. It is in your best interest to notify us as soon as possible because until your Senior Advantage coverage is officially terminated by CMS, you will not be covered by us or Medicare for any care received from Non–Plan Providers, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
- Authorized referrals as described under "Getting a Referral " in the "How to Obtain Services" section
- Out-of-area dialysis care as described under "Dialysis Care" in the "Benefits and Cost Sharing" section
- Prescription drugs from Non–Plan Pharmacies as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section
- Visiting member care as described under "Visiting Other Regions" in the "How to Obtain Services" section

If you move to another Region's service area, please contact your Group's benefits administrator to learn about your Group health care options. You may be able to enroll in the new service area if there is an agreement between your Group and that Region, but the plan, including coverage, premiums, and eligibility requirements might not be the same. For information about Region locations and telephone numbers in the District of Columbia and parts of Southern California, Colorado, Georgia, Hawaii, Idaho, Maryland, Ohio, Oregon, Virginia, and Washington, please call our Member Service Call Center.

Additional eligibility requirements

You may be eligible to enroll and continue enrollment as a Subscriber if you are:

- An employee of your Group
- A proprietor or partner of your Group
- Otherwise entitled to coverage under a trust agreement or employment contract (unless the IRS considers you self-employed)

If you are a Subscriber, the following persons may be eligible to enroll as your Dependents:

- Your Spouse. For the purposes of this *EOC,* the term "Spouse" includes your registered domestic partner who meets all the requirements of Section 297 of the California Family Code, or your domestic partner in accord with your Group's requirements, if any, that we approve
- Your or your Spouse's unmarried children (including adopted children or children placed with you for adoption) who are under age 19, or under age 23 if a student as defined by your Group
- Other unmarried dependent persons (but not including foster children) who meet all of the following requirements:

- they are under age 19, or under age 23 if a student as defined by your Group
- they receive all of their support and maintenance from you or your Spouse
- they permanently reside with you (the Subscriber)
- you or your Spouse is the court-appointed guardian (or was before the person reached age 18) or the person's parent is an enrolled Dependent under your family coverage

- Dependents who meet the Dependent eligibility requirements, except for the age limit, may be eligible as a disabled dependent if they meet all the following requirements:
  - they are incapable of self-sustaining employment because of a physically- or mentally-disabling injury, illness or condition that occurred prior to reaching the age limit for Dependents
  - they receive 50 percent or more of their support and maintenance from you or your Spouse
  - you give us proof of their incapacity and dependency within 60 days after we request it

If you have Dependents who are not entitled to Medicare, they may be eligible to enroll as your Dependents, but in another Kaiser Permanente plan offered by your Group. Please contact your Group for details and request a copy of the *EOC* for the other Kaiser Permanente plan.

Persons barred from enrolling

- You cannot enroll if you have had your entitlement to receive Services through Health Plan terminated for failure to pay individual (nongroup) plan premiums, unless we agree to allow you to enroll after you pay all amounts owed by you and your dependents

When You Can Enroll and When Coverage Begins

Your Group is required to inform you when you are eligible to enroll and what your effective date of coverage is. If you are eligible to enroll as described under "Who Is Eligible" in this "Premiums, Eligibility, and Enrollment" section, you may enroll yourself and any eligible Dependents by submitting a Health Plan–approved enrollment application and a Senior Advantage Election Form (one form completed and signed by each Medicare beneficiary) to your Group within 31 days.

If you are already a Health Plan Member who lives in the Senior Advantage Service Area, we will mail you information about joining Senior Advantage and a Senior Advantage Election Form shortly before you reach age 65.

Note: If you currently have a Medigap Policy that includes coverage for prescription drugs, you must contact your Medigap issuer and tell them you have enrolled in Senior Advantage, which includes Medicare Part D prescription drug coverage. If you decide to keep your current Medigap Policy, your Medigap issuer will remove the prescription drug coverage portion of your Medigap Policy and adjust your premium.

Effective date of Senior Advantage coverage

After we receive your completed Senior Advantage Election Form, we will submit your enrollment to CMS and send you a notice indicating the effective date of your Senior Advantage coverage (subject to confirmation by CMS). Your effective date will depend on whether you are first becoming entitled to Medicare Part B, or if you are already entitled to it.

If you will soon become entitled to Medicare Part B, your election will be effective on the first day of the month in which you are entitled to Medicare Part B. If you are already entitled to Medicare Part B, we will notify you of your effective date. Your effective date will generally be determined by the date we receive your completed Election Form and the effective date of your Group coverage. There are other factors used to determine your effective date; for more information please call our Member Service Call Center.

Once CMS confirms your enrollment, we will send you written notification. If CMS does not confirm your enrollment in Medicare before your effective date, you still must receive your care from us, beginning on your effective date, just as if your enrollment had been confirmed. If CMS tells us that you are not entitled to Medicare Part B, we will notify you and request that you contact the Social Security Administration to clarify your Medicare status. If, after contacting the Social Security Administration, it is confirmed that you are still not entitled to Medicare Part B, you will be billed for any Services we have provided you unless you are an existing Member under another Kaiser Permanente plan (for example, Kaiser Permanente Traditional Plan). Members will be responsible for any amounts owed under their other plan and should contact their Group's benefits administrator for details.

Group open enrollment

You may enroll as a Subscriber (along with any eligible Dependents), and existing Subscribers may add eligible Dependents, by submitting a Health Plan–approved enrollment application and a Senior Advantage Election

Form (one for each Medicare beneficiary) to your Group during the open enrollment period. Your Group will let you know when the open enrollment period begins and ends and the effective date of coverage.

How to Obtain Services

As a Member, you are selecting our medical care program to provide your health care. You must receive all covered care from Plan Providers inside our Service Area, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
- Authorized referrals as described under "Getting a Referral" in this "How to Obtain Services" section
- Out-of-area dialysis care as described under "Dialysis Care" in the "Benefits and Cost Sharing" section
- Prescription drugs from Non–Plan Pharmacies as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section
- Visiting member care as described under "Visiting Other Regions" in this "How to Obtain Services" section

Our medical care program gives you access to all of the covered Services you may need, such as routine care with your own personal Plan Physician, hospital care, laboratory and pharmacy Services, Emergency Care, Urgent Care, and other benefits described in the "Benefits and Cost Sharing" section.

Your Primary Care Plan Physician

Your primary care Plan Physician plays an important role in coordinating your medical care needs, including hospital stays and referrals to specialists. We encourage you to choose a primary care Plan Physician. You may select a primary care Plan Physician from any of our available Plan Physicians who practice in these specialties: internal medicine, family medicine, and pediatrics. Also, women can select any available primary care Plan Physician from obstetrics/gynecology. You can change your primary care Plan Physician for any reason. To learn how to select a primary care Plan Physician, please call our Member Service Call Center. You can find a directory of our Plan Physicians on our Web site at **kp.org**.

Routine Care

If you need to make a routine care appointment, please refer to *Your Guidebook to Kaiser Permanente Services (Your Guidebook)* for appointment telephone numbers, or go to our Web site at **kp.org** to request an appointment online. Routine appointments are for medical needs that aren't urgent (such as routine checkups and school physicals). Try to make your routine care appointments as far in advance as possible.

Urgent Care

When you are sick or injured, you may have an Urgent Care need. An Urgent Care need is one that requires prompt medical attention but is not an Emergency Medical Condition. If you think you may need Urgent Care, call the appropriate appointment or advice nurse telephone number at a Plan Facility. Please refer to *Your Guidebook* for advice nurse and Plan Facility telephone numbers.

For information about Urgent Care from Non–Plan Providers, please refer to the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section.

Our Advice Nurses

We know that sometimes it's difficult to know what type of care you need. That's why we have telephone advice nurses available to assist you. Our advice nurses are registered nurses (RNs) specially trained to help assess medical symptoms and provide advice over the phone, when medically appropriate. Whether you are calling for advice or to make an appointment, you can speak to an advice nurse. They can often answer questions about a minor concern, tell you what to do if a Plan Medical Office is closed, or advise you about what to do next, including making a same-day Urgent Care appointment for you if it's medically appropriate. To reach an advice nurse, please refer to *Your Guidebook* for the telephone numbers.

Getting a Referral

Referrals to Plan Providers

Primary care. Primary care Plan Physicians provide primary medical care, including pediatric care and

obstetrics/gynecology care. You don't need a referral to receive primary care from Plan Physicians in the following areas: internal medicine, family medicine, obstetrics/gynecology, family planning, and pediatrics.

Specialty care. Plan Physicians who are specialists provide specialty care in areas such as surgery, orthopedics, cardiology, oncology, urology, and dermatology. A Plan Physician must refer you before you can be seen by one of our specialists except that you do not need a referral to receive care in the following areas: optometry, psychiatry, and chemical dependency. Please check *Your Guidebook* to see if your facility has other departments that don't require a referral.

Medical Group authorization procedure for certain referrals

The following Services require prior authorization by the Medical Group for the Services to be covered (prior authorization means that the Medical Group must approve the Services in advance for the Services to be covered):

- **Services not available from Plan Providers.** If your Plan Physician decides that you require covered Services not available from Plan Providers, he or she will recommend to the Medical Group that you be referred to a Non–Plan Provider inside or outside our Service Area. The appropriate Medical Group designee will authorize the Services if he or she determines that they are Medically Necessary and are not available from a Plan Provider. Referrals to Non–Plan Physicians will be for a specific treatment plan, which may include a standing referral if ongoing care is prescribed. Please ask your Plan Physician what Services have been authorized
- **Durable medical equipment (DME).** If your Plan Physician prescribes a DME item, he or she will submit a written referral to the Plan Hospital's DME coordinator, who will authorize the DME item if he or she determines that your DME coverage includes the item and that the item is listed on our formulary for your condition. If the item doesn't appear to meet our DME formulary guidelines, then the DME coordinator will contact the Plan Physician for additional information. If the DME request still doesn't appear to meet our DME formulary guidelines, it will be submitted to the Medical Group's designee Plan Physician, who will authorize the item if he or she determines that it is Medically Necessary. For more information about our DME formulary, please refer to "Durable Medical Equipment for Home Use" in the "Benefits and Cost Sharing" section
- **Ostomy and urological supplies.** If your Plan Physician prescribes ostomy or urological supplies, he or she will submit a written referral to the Plan Hospital's designated coordinator, who will authorize the item if he or she determines that it is covered and the item is listed on our soft goods formulary for your condition. If the item doesn't appear to meet our soft goods formulary guidelines, then the coordinator will contact the Plan Physician for additional information. If the request still doesn't appear to meet our soft goods formulary guidelines, it will be submitted to the Medical Group's designee Plan Physician, who will authorize the item if he or she determines that it is Medically Necessary. For more information about our soft goods formulary, please refer to "Ostomy and Urological Supplies" in the "Benefits and Cost Sharing" section
- **Transplants.** If your Plan Physician makes a written referral for a transplant, the Medical Group's regional transplant advisory committee or board (if one exists) will authorize the Services if it determines that they are Medically Necessary. In cases where no transplant committee or board exists, the Medical Group will refer you to physician(s) at a transplant center, and the Medical Group will authorize the Services if the transplant center's physician(s) determine that they are Medically Necessary. Note: A Plan Physician may provide or authorize a corneal transplant without using this Medical Group transplant authorization procedure

Decisions regarding requests for authorization will be made only by licensed physicians or other appropriately licensed medical professionals.

Medical Group's decision time frames. The applicable Medical Group designee will make the authorization decision within the time frame appropriate for your condition, but no later than five business days after receiving all the information (including additional examination and test results) reasonably necessary to make the decision, except that decisions about urgent Services will be made no later than 72 hours after receipt of the information reasonably necessary to make the decision. If the Medical Group needs more time to make the decision because it doesn't have information reasonably necessary to make the decision, or because it has requested consultation by a particular specialist, you and your treating physician will be informed about the additional information, tests, or specialist that are needed, and the date that the Medical Group expects to make a decision.

Your treating physician will be informed of the decision within 24 hours after the decision is made. If the Services

are authorized, your physician will be informed of the scope of the authorized Services. If the Medical Group does not authorize all of the Services, you will be sent a written decision and explanation within two business days after the decision is made. The letter will include information about your appeal rights, which are described in the "Dispute Resolution" section. Any written criteria that the Medical Group uses to make the decision to authorize, modify, delay, or deny the request for authorization will be made available to you upon request.

Cost Sharing. The Cost Sharing for these referral Services is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

More information. This description is only a brief summary of the authorization procedure. The policies and procedures (including a description of the authorization procedure or information about the authorization procedure applicable to some Plan Providers other than Kaiser Foundation Hospitals and the Medical Group) are available upon request from our Member Service Call Center. Please refer to "Post-Stabilization Care" in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section for authorization requirements that apply to Post-Stabilization Care.

Second Opinions

If you request a second opinion, it will be provided to you when Medically Necessary by an appropriately qualified medical professional. This is a physician who is acting within his or her scope of practice and who possesses a clinical background related to the illness or condition associated with the request for a second medical opinion. Here are some examples of when a second opinion is Medically Necessary:

- Your Plan Physician has recommended a procedure and you are unsure about whether the procedure is reasonable or necessary
- You question a diagnosis or plan of care for a condition that threatens substantial impairment or loss of life, limb, or bodily functions
- The clinical indications are not clear or are complex and confusing
- A diagnosis is in doubt due to conflicting test results
- The Plan Physician is unable to diagnose the condition
- The treatment plan in progress is not improving your medical condition within an appropriate period of time, given the diagnosis and plan of care
- You have concerns about the diagnosis or plan of care

You can either ask your Plan Physician to help you arrange for a second medical opinion, or you can make an appointment with another Plan Physician. If the Medical Group determines that there isn't a Plan Physician who is an appropriately qualified medical professional for your condition, the Medical Group will authorize a referral to a Non–Plan Physician for a Medically Necessary second opinion.

Cost Sharing. The Cost Sharing for these referral Services is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

Contracts with Plan Providers

How Plan Providers are paid

Health Plan and Plan Providers are independent contractors. Plan Providers are paid in a number of ways, such as salary, capitation, per diem rates, case rates, fee for service, and incentive payments. To learn more about how Plan Physicians are paid to provide or arrange medical and hospital care for Members, please ask your Plan Physician or call our Member Service Call Center.

Financial liability

Our contracts with Plan Providers provide that you are not liable for any amounts we owe. However, you may be liable for the cost of noncovered Services you obtain from Plan Providers or Non–Plan Providers.

Termination of a Plan Provider's contract and completion of Services

If our contract with any Plan Provider terminates while you are under the care of that provider, we will retain financial responsibility for covered care you receive from that provider until we make arrangements for the Services to be provided by another Plan Provider and notify you of the arrangements.

Completion of Services. If you are undergoing treatment for specific conditions from a Plan Physician (or certain other providers) when the contract with him or her ends (for reasons other than medical disciplinary cause, criminal activity, or the provider's voluntary termination), you may be eligible to continue receiving covered care from the terminated provider for your condition. The conditions that are subject to this continuation of care provision are:

- Certain conditions that are either acute, or serious and chronic. We may cover these Services for up to 90 days, or longer if necessary for a safe transfer of care to a Plan Physician or other contracting provider as determined by the Medical Group
- A high-risk pregnancy or a pregnancy in its second or third trimester. We may cover these Services through postpartum care related to the delivery, or longer if Medically Necessary for a safe transfer of care to a Plan Physician as determined by the Medical Group

The Services must be otherwise covered under this *EOC*. Also, the terminated provider must agree in writing to our contractual terms and conditions and comply with them for Services to be covered by us. The Cost Sharing for the Services of a terminated provider is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

For more information about this provision, or to request the Services, please call our Member Service Call Center.

Visiting Other Regions

If you visit the service area of another Region temporarily (not more than 90 days), you can receive visiting member care from designated providers in that area. Visiting member care is described in our visiting member brochure. Visiting member care and your out-of-pocket costs may differ from the covered Services and Cost Sharing described in this *EOC*.

The 90-day limit on visiting member care does not apply to a Dependent child who attends an accredited college or accredited vocational school. The service areas and facilities where you may obtain visiting member care may change at any time without notice.

Please call our Member Service Call Center for more information about visiting member care, including facility locations in the service area of another Region, and to request a copy of the visiting member brochure.

Your Identification Card

Each Member's Kaiser Permanente identification card has a medical record number on it, which you will need when you call for advice, make an appointment, or go to a provider for covered care. When you get care, please bring your Kaiser Permanente ID card and a photo ID. Your medical record number is used to identify your medical records and membership information. Your medical record number should never change. Please call our Member Service Call Center if we ever inadvertently issue you more than one medical record number or if you need to replace your Kaiser Permanente ID card.

Your ID card is for identification only. To receive covered Services, you must be a current Member. Anyone who is not a Member will be billed as a non-Member for any Services he or she receives. If you let someone else use your ID card, we may keep your ID card and terminate your membership as described under "Termination for Cause" in the "Termination of Membership" section.

Getting Assistance

We want you to be satisfied with the health care you receive from Kaiser Permanente. If you have any questions or concerns, please discuss them with your primary care Plan Physician or with other Plan Providers who are treating you. They are committed to your satisfaction and want to help you with your questions.

Most Plan Facilities have an office staffed with representatives who can provide assistance if you need help obtaining Services. At different locations, these offices may be called Member Services, Patient Assistance, or Customer Service. In addition, our Member Service Call Center representatives are available to assist you seven days a week from 8 a.m. to 8 p.m. toll free at 1-800-443-0815 or 1-800-777-1370 (TTY for the deaf, hard of hearing, or speech impaired). For your convenience, you can also contact us through our Web site at **kp.org**.

Member Services representatives at our Plan Facilities and Member Service Call Center can answer any questions you have about your benefits, available Services, and the facilities where you can receive care. For example, they can explain your Health Plan benefits, how to make your first medical appointment, what to do if you move, what to do if you need care while you are traveling, and how to replace your ID card. These representatives can also help you if you need to file a claim as described in the "Requests for Payment or Services" section or with any issues as described in the "Dispute Resolution" section.

Plan Facilities

At most of our Plan Facilities, you can usually receive all the covered Services you need, including specialty care, pharmacy, and lab work. You are not restricted to a

particular Plan Facility, and we encourage you to use the facility that will be most convenient for you:

- All Plan Hospitals provide inpatient Services and are open 24 hours a day, seven days a week
- Emergency Care is available from Plan Hospital Emergency Departments as described in *Your Guidebook* (please refer to *Your Guidebook* for Emergency Department locations in your area)
- Same-day Urgent Care appointments are available at many locations (please refer to *Your Guidebook* for Urgent Care locations in your area)
- Many Plan Medical Offices have evening and weekend appointments
- Many Plan Facilities have a Member Services Department (refer to *Your Guidebook* for locations in your area)
- Most Plan Medical Offices include pharmacy Services (refer to *Kaiser Permanente Medicare Part D Pharmacy Directory* for pharmacy locations)

Plan Hospitals and Plan Medical Offices

The following is a list of Plan Hospitals and most Plan Medical Offices in our Service Area. Please refer to *Your Guidebook* for the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services. Additional Plan Medical Offices are listed in *Your Guidebook* and on our Web site at **kp.org**. This list is subject to change at any time without notice. If there is a change to this list of Plan Facilities, we will update this list in any Plan evidence of coverage issued after that date. If you have any questions about the current locations of Plan Facilities, please call our Member Service Call Center.

Alameda

- Medical Offices: 2417 Central Ave.

Antioch

- Hospital and Medical Offices: 5601 Deer Valley Rd.
- Medical Offices: 3400 Delta Fair Blvd.

Campbell

- Medical Offices: 220 E. Hacienda Ave.

Clovis

- Medical Offices: 2071 Herndon Ave.

Daly City

- Medical Offices: 395 Hickey Blvd.

Davis

- Medical Offices: 1955 Cowell Blvd.

Elk Grove

- Medical Offices: 9201 Big Horn Blvd.

Fairfield

- Medical Offices: 1550 Gateway Blvd.

Folsom

- Medical Offices: 2155 Iron Point Rd.

Fremont

- Hospital and Medical Offices: 39400 Paseo Padre Pkwy.
- Medical Offices: 43971 Boscell Road

Fresno

- Hospital and Medical Offices: 7300 N. Fresno St.

Gilroy

- Medical Offices: 7520 Arroyo Circle

Hayward

- Hospital and Medical Offices: 27400 Hesperian Blvd.

Lincoln

- Medical Offices: 1900 Dresden Dr.

Livermore

- Medical Offices: 3000 Las Positas Rd.

Manteca

- Hospital and Medical Offices: 1777 W. Yosemite Ave.
- Medical Offices: 1721 W. Yosemite Ave.

Martinez

- Medical Offices: 200 Muir Rd.

Mill Valley

- Medical Offices: 1206 Strawberry Village

Milpitas

- Medical Offices: 770 E. Calaveras Blvd.

Modesto

- Medical Offices: 3800 Dale Rd. and 4601 Dale Rd.
- Please refer to *Your Guidebook* for other Plan Providers in Stanislaus County

Mountain View

- Medical Offices: 555 Castro St.

Napa

- Medical Offices: 3285 Claremont Way

Novato

- Medical Offices: 97 San Marin Dr.

Oakhurst

- Medical Offices: 40595 Westlake Dr.

Oakland

- Hospital and Medical Offices: 280 W. MacArthur Blvd.

Petaluma

- Medical Offices: 3900 Lakeville Hwy.

Pleasanton

- Medical Offices: 7601 Stoneridge Dr.

Rancho Cordova

- Medical Offices: 10725 International Dr.

Redwood City

- Hospital and Medical Offices: 1150 Veterans Blvd.

Richmond

- Hospital and Medical Offices: 901 Nevin Ave.

Rohnert Park

- Medical Offices: 5900 State Farm Dr.

Roseville

- Hospital and Medical Offices: 1600 Eureka Rd.
- Medical Offices: 1001 Riverside Ave.

Sacramento

- Hospitals and Medical Offices: 2025 Morse Ave. and 6600 Bruceville Rd.
- Medical Offices: 1650 Response Rd. and 2345 Fair Oaks Blvd.

San Bruno

- Medical Offices: 901 El Camino Real

San Francisco

- Hospital and Medical Offices: 2425 Geary Blvd.

San Jose

- Hospital and Medical Offices: 250 Hospital Pkwy.

San Rafael

- Hospital and Medical Offices: 99 Montecillo Rd.
- Medical Offices: 1033 3rd St.

Santa Clara

- Hospital and Medical Offices: 710 Lawrence Expwy.

Santa Rosa

- Hospital and Medical Offices: 401 Bicentennial Way

Selma

- Medical Offices: 2651 Highland Ave.

South San Francisco

- Hospital and Medical Offices: 1200 El Camino Real

Stockton

- Hospital: 525 W. Acacia St. (Dameron Hospital)
- Medical Offices: 7373 West Ln.

Tracy

- Medical Offices: 2185 W. Grant Line Rd.

Turlock

- Hospital: 825 Delbon Ave. (Emanuel Medical Center)

Union City

- Medical Offices: 3553 Whipple Rd.

Vacaville

- Medical Offices: 3700 Vaca Valley Pkwy.

Vallejo

- Hospital and Medical Offices: 975 Sereno Dr.

Walnut Creek

- Hospital and Medical Offices: 1425 S. Main St.
- Medical Offices: 320 Lennon Ln.

Your Guidebook to Kaiser Permanente Services

Plan Medical Offices and Plan Hospitals for your area are listed in greater detail in *Your Guidebook to Kaiser Permanente Services (Your Guidebook). Your Guidebook* describes the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services. It includes additional facilities that are not listed in this "Plan Facilities" section. Also, it explains how to use our Services and make appointments, lists hours of operation, and includes a detailed telephone directory for appointments and advice. *Your Guidebook* provides other important information, such as preventive care guidelines and your Member rights and responsibilities. *Your Guidebook* is subject to change and is periodically updated. We mail it annually and you can get a copy by calling our Member Service Call Center or by visiting our Web site at **kp.org**.

Pharmacy Directory

The *Kaiser Permanente Medicare Part D Pharmacy Directory* lists the locations of Plan Pharmacies, which

are also called "network pharmacies." The pharmacy directory provides additional information about obtaining prescription drugs. It is subject to change and periodically updated. We mail it annually and you can get a copy by calling our Member Service Call Center or by visiting our Web site at **kp.org/seniormedrx**.

Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers

This "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section explains how to obtain covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care from Non–Plan Providers. We do not cover the Non–Plan Provider care discussed in this section unless it meets both of the following requirements:

- This "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section says that we cover the care
- The care would be covered under the "Benefits and Cost Sharing" section (subject to the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section) if you received the care from a Plan Provider

Prior Authorization

You do not need to get prior authorization from us to get Emergency Care or Out-of-Area Urgent Care from Non–Plan Providers. However, you must get prior authorization from us for Post-Stabilization Care from Non–Plan Providers (prior authorization means that we must approve the Services in advance for the Services to be covered), except as otherwise described in this section.

Emergency Care

If you have an Emergency Medical Condition, call 911 or go to the nearest hospital (including an emergency room or urgent care center). When you have an Emergency Medical Condition, we cover Emergency Care anywhere in the world.

An Emergency Medical Condition is: (1) a medical or psychiatric condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that you could reasonably expect the absence of immediate medical attention to result in serious jeopardy to your health or body functions or organs; or (2) active labor when there isn't enough time for safe transfer to a Plan Hospital (or designated hospital) before delivery or if transfer poses a threat to your (or your unborn child's) health and safety.

For ease and continuity of care, we encourage you to go to a Plan Hospital Emergency Department listed in *Your Guidebook* if you are inside our Service Area, but only if it is reasonable to do so, considering your condition or symptoms.

Post-Stabilization Care

Post-Stabilization Care is the Services you receive after your treating physician determines that your Emergency Medical Condition is Clinically Stable.

We cover Post-Stabilization Care if one of the following is true:

- We provide or authorize the care
- The care was Medically Necessary to maintain stabilization and it was administered within one hour following a request for authorization and we have not yet responded
- The Non–Plan Provider and we do not agree about your care and a Plan Physician is not available for consultation
- In the rare circumstance that we are unavailable or cannot be contacted

Covered Post-Stabilization Care is effective until one of the following events occurs:

- You are discharged from the Non–Plan Hospital
- We assume responsibility for your care
- The Non–Plan Provider and we agree to other arrangements

To request authorization to receive Post-Stabilization Care from a Non–Plan Provider, the Non–Plan Provider must call us toll free at **1-800-225-8883** (TTY users call 711) or the notification telephone number on your Kaiser Permanente ID card *before* you receive the care. After we are notified, we will discuss your condition with the Non–Plan Provider. If we decide that your Post-Stabilization Care would be covered if you received it from a Plan Provider, we will authorize your care from the Non–Plan Provider or arrange to have a Plan Provider (or other designated provider) provide the care with the treating physician's concurrence. If we decide to have a Plan Hospital, Plan Skilled Nursing Facility, or designated Non–Plan Provider provide your care, we

may authorize special transportation services that are medically required to get you to the provider. This may include transportation that is otherwise not covered.

Be sure to ask the Non–Plan Provider to tell you what care (including any transportation) we have authorized because we will not cover unauthorized Post-Stabilization Care or related transportation provided by Non–Plan Providers, except as otherwise described in this section. Also, you will only be held financially liable if you are notified by the Non–Plan Provider or us about your potential liability.

Urgent Care

Inside the Service Area

In the event of unusual circumstances that delay or render impractical the provision of Services under this *EOC* (such as major disaster, epidemic, war, riot, and civil insurrection), we cover Urgent Care inside our Service Area from a Non–Plan Provider.

Out-of-Area Urgent Care

If you have an Urgent Care need due to an unforeseen illness or unforeseen injury, we cover Medically Necessary Services to prevent serious deterioration of your health from a Non–Plan Provider if all of the following are true:

- You receive the Services from Non–Plan Providers while you are temporarily outside our Service Area
- You reasonably believed that your health would seriously deteriorate if you delayed treatment until you returned to our Service Area

Follow-up Care

We do not cover follow-up care provided by Non–Plan Providers unless it is covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care described in this "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section.

Payment and Reimbursement

If you receive Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care from a Non–Plan Provider outside the United States and its territories, you must pay the provider and file a claim for reimbursement unless the provider agrees to bill us. Also, you may be required to pay and file a claim for any Services prescribed by a Non–Plan Provider in conjunction with covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care even if you receive the Services from a Plan Provider, such as a Plan Pharmacy. To request payment or reimbursement, you must file a claim as described under "Requests for Payment" in the "Requests for Payment or Services" section.

Cost Sharing

The Cost Sharing for Emergency Care, Post-Stabilization Care, Out-of-Area Urgent Care, and out-of-area dialysis care from a Non–Plan Provider is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section. We will reduce any payment we make to you or the Non–Plan Provider by applicable Cost Sharing.

Also, if Medicare is the secondary payer by law, we will reduce our payment by any amounts paid or payable (or that in the absence of this plan would have been payable) for the Services under any insurance policy, or any other contract or coverage, or any government program except Medicaid.

Benefits and Cost Sharing

We cover the Services described in this "Benefits and Cost Sharing" section, subject to all provisions in the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section, only if all of the following conditions are satisfied:

- The Services are Medically Necessary
- The Services are provided, prescribed, authorized, or directed by a Plan Physician except where specifically noted to the contrary in the sections listed below for the following Services:
  - emergency ambulance Services as described under "Ambulance Services" in this "Benefits and Cost Sharing" section
  - Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
  - out-of-area dialysis care as described under "Dialysis Care" in this "Benefits and Cost Sharing" section
  - visiting member care as described under "Visiting Other Regions" in the "How to Obtain Services" section
- You receive the Services from Plan Providers inside our Service Area, except where specifically noted to the contrary in the sections listed below for the following Services:

- emergency ambulance Services as described under "Ambulance Services" in this "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
- authorized referrals as described under "Getting a Referral" in the "How to Obtain Services" section
- out-of-area dialysis care as described under "Dialysis Care" in this "Benefits and Cost Sharing" section
- prescription drugs from Non–Plan Pharmacies as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section
- visiting member care as described under "Visiting Other Regions" in the "How to Obtain Services" section

The only Services we cover under this *EOC* are those that this "Benefits and Cost Sharing" section says that we cover, subject to exclusions and limitations described in this "Benefits and Cost Sharing" section and to all provisions in the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section. The "Exclusions, Limitations, Coordination of Benefits, and Reductions" section describes exclusions, limitations, reductions, and coordination of benefits provisions that apply to all Services that would otherwise be covered. When an exclusion or limitation applies only to a particular benefit, it is listed in the description of that benefit in this "Benefits and Cost Sharing" section. Also, please refer to:

- The "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section for information about how to obtain covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care from Non–Plan Providers
- *Your Guidebook* for the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services

Cost Sharing (Copayments and Coinsurance)

At the time you receive covered Services, you must pay your Cost Sharing amounts as described in this "Benefits and Cost Sharing" section. If you receive more than one Service from a provider, or Services from more than one provider, you may be required to pay separate Cost Sharing amounts for each Service and each provider. For example, if you receive Services from two specialists in one visit, you may have to pay the Cost Sharing for two specialist visits. Similarly, if your physician performs a procedure immediately after a consultation, you may have to pay separate Cost Sharing amounts for the consultation visit and for the procedure. If you have questions about Cost Sharing, please contact our Member Service Call Center.

In some cases, we may agree to bill you for your Cost Sharing amount.

Copayments and Coinsurance

The Copayment or Coinsurance you must pay for each covered Service is described in this "Benefits and Cost Sharing" section. Cost Sharing is due at the time you receive the Services, except for the following:

- For items ordered in advance, you pay the Cost Sharing in effect on the order date (although we will not cover the item unless you still have coverage for it on the date you receive it) and you may be required to pay the Cost Sharing before the item is ordered

Changes to national coverage rules. The Medicare program can change its national coverage rules at any time. These changes could affect your benefits. In some cases, if your benefits increase, Original Medicare will pay for the benefit for a limited time. In those cases, you may have to pay Original Medicare Coinsurance for the Services. Once the Services become part of your regular Senior Advantage benefits (usually at the beginning of the next calendar year), the Services will be subject to all applicable Senior Advantage Copayments and Coinsurance rather than Original Medicare coinsurance.

Annual out-of-pocket maximum

There is a limit to the total amount of Cost Sharing you must pay under this *EOC* in a calendar year for all of the covered Services listed below that you receive in the same calendar year. The limit is one of the following amounts:

- **$1,500** per calendar year for self-only enrollment (a Family Unit of one Member)
- **$1,500** per calendar year for any one Member in a Family Unit of two or more Members
- **$3,000** per calendar year for an entire Family Unit of two or more Members

If you are a Member in a Family Unit of two or more Members, you reach the annual out-of-pocket maximum either when you meet the maximum for any one Member, or when your Family Unit reaches the Family Unit maximum. For example, suppose you have reached the **$1,500** maximum. For Services subject to the

maximum, you will not pay any more Cost Sharing during the rest of the calendar year, but each other Member in your Family Unit must continue to pay Cost Sharing during the calendar year until your Family Unit reaches the maximum of **$3,000**.

Payments that count toward the maximum. The Copayments and Coinsurance you pay for the following Services apply toward the annual out-of-pocket maximum:

- Ambulance Services
- Emergency Department and Out-of-Area Urgent Care visits
- Home health care
- Hospice care
- Hospital care
- Imaging, laboratory, and special procedures
- Office visits (including professional Services such as dialysis treatment, health education, and physical, occupational, and speech therapy)
- Outpatient surgery
- Skilled Nursing Facility care

Keeping track of the maximum. When you pay a Cost Sharing amount for a Service that applies toward the annual out-of-pocket maximum, ask for and keep the receipt. When the receipts add up to the annual out-of-pocket maximum, please call our Member Service Call Center to find out where to turn in your receipts. When you turn them in, we will give you a document stating that you don't have to pay any more Cost Sharing for Services subject to the annual out-of-pocket maximum through the end of the calendar year.

Special Note about Clinical Trials

Original Medicare covers routine costs if you take part in a clinical trial that meets Medicare requirements. We do not cover clinical trials because they are experimental or investigational. Routine costs include costs like room and board for a hospital stay that Medicare would pay for even if you weren't in a trial, an operation to implant an item that is being tested, and items and services to treat side effects and complications arising from the new care. Generally, Medicare will not cover the costs of experimental care, such as the drugs or devices being tested in a clinical trial.

There are certain requirements for Medicare coverage of clinical trials. If you participate as a patient in a clinical trial that meets Medicare requirements, the Original Medicare Plan (and not Senior Advantage) pays the clinical trial doctors and other providers for the covered services you get that are related to the clinical trial. When you are in a clinical trial, you may stay enrolled in Senior Advantage. You should continue to come to Plan Providers for all covered Services that are not part of the clinical trial.

You will have to pay the same coinsurance amounts charged under Original Medicare for the services you receive when participating in a qualifying clinical trial. To find out how much you will have to pay for Medicare covered clinical trials, please refer to the "Medicare & You" handbook. Also, to learn more about what Medicare covers, please refer to the "Medicare and Clinical Trials" brochure. To get a free copy, call Medicare directly toll free at 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048) 24 hours a day, seven days a week, or visit **www.medicare.gov** on the Web.

You don't need to get a referral from a Plan Provider to join a clinical trial covered by Medicare, and the clinical trial providers don't need to be Plan Providers. However, you should tell us before you join a clinical trial outside of Kaiser Permanente so we can keep track of your Services.

Outpatient Care

We cover the following outpatient care for preventive medicine, diagnosis, and treatment subject to the Cost Sharing indicated:

- Primary and specialty care visits: **no charge**
- Routine preventive physical exams, including well-woman visits and a physical exam within 6 months after becoming entitled to Medicare Part B: **no charge**
- Routine preventive hearing tests to determine the need for hearing correction: **no charge**
- Glaucoma screenings in accord with Medicare guidelines and routine preventive refraction exams to determine the need for vision correction and to provide a prescription for eyeglass lenses: **no charge**
- Family planning visits for counseling, or to obtain emergency contraceptive pills, injectable contraceptives, internally implanted time-release contraceptives, or intrauterine devices (IUDs): **no charge**
- Outpatient surgery and other outpatient procedures: **no charge**
- Voluntary termination of pregnancy: **no charge**

- Manual manipulation of the spine to correct subluxation, as covered by Medicare, is provided when prescribed by a Plan Physician and performed by a Plan Provider who is an osteopath or chiropractor: **no charge**
- Emergency Department and Out-of-Area Urgent Care visits: **no charge**
- House calls by a Plan Physician (or a Plan Provider who is a registered nurse) inside our Service Area when care can best be provided in your home as determined by a Plan Physician: **no charge**
- Blood, blood products, and their administration: **no charge**
- Administered drugs (drugs, injectables, radioactive materials used for therapeutic purposes, and allergy test and treatment materials) prescribed in accord with our drug formulary guidelines, if administration or observation by medical personnel is required and they are administered to you in a Plan Medical Office or during home visits: **no charge**
- Vaccines (immunizations) administered to you in a Plan Medical Office: **no charge**
- Preventive health screenings, such as screening and tests for colorectal cancer in accord with Medicare guidelines: **no charge**

Note: Vaccines covered by Medicare Part D are not covered under this "Outpatient Care" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

The following types of outpatient Services are covered only as described under these headings in this "Benefits and Cost Sharing" section:

- Chemical Dependency Services
- Dental Services for Radiation Treatment and Dental Anesthesia
- Dialysis Care
- Durable Medical Equipment for Home Use
- Health Education
- Hearing Services
- Home Health Care
- Hospice Care
- Infertility Services
- Mental Health Services
- Ostomy and Urological Supplies
- Outpatient Imaging, Laboratory, and Special Procedures
- Outpatient Prescription Drugs, Supplies, and Supplements
- Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services
- Prosthetic and Orthotic Devices
- Reconstructive Surgery
- Transplant Services
- Vision Services

Special note about colon cancer screening

For Members age 50 and over, who are not at high risk of developing colon cancer, Medicare covers colonoscopy every 10 years or no sooner than four years after a sigmoidoscopy. You should consult with your Plan Physician to determine what is appropriate for you.

If you get a flexible sigmoidoscopy, you have a choice of having it performed by Plan Providers designated under Original Medicare or Senior Advantage guidelines. Under Original Medicare guidelines, a Plan Physician or a Plan Provider who is a physician assistant, nurse practitioner, or certified nurse specialist may perform the sigmoidoscopy. Under Senior Advantage guidelines, one of these Plan Providers or a Plan Provider who is a registered nurse may perform it. If you are going to get a flexible sigmoidoscopy, please let us know if you have a preference regarding which of these guidelines to use.

Hospital Inpatient Care

We cover the following inpatient Services at **no charge** in a Plan Hospital, when the Services are generally and customarily provided by acute care general hospitals inside our Service Area:

- Room and board, including a private room if Medically Necessary
- Specialized care and critical care units
- General and special nursing care
- Operating and recovery rooms
- Services of Plan Physicians, including consultation and treatment by specialists
- Anesthesia
- Drugs prescribed in accord with our drug formulary guidelines (for discharge drugs prescribed when you are released from the hospital, please refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Radioactive materials used for therapeutic purposes
- Durable medical equipment and medical supplies

- Imaging, laboratory, and special procedures
- Blood, blood products, and their administration
- Obstetrical care and delivery (including cesarean section). Note: If you are discharged within 48 hours after delivery (or within 96 hours if delivery is by cesarean section), your Plan Physician may order a follow-up visit for you and your newborn to take place within 48 hours after discharge
- Respiratory therapy
- Medical social services and discharge planning

The following types of inpatient Services are covered only as described under the following headings in this "Benefits and Cost Sharing" section:

- Chemical Dependency Services
- Dental Services for Radiation Treatment and Dental Anesthesia
- Dialysis Care
- Hospice Care
- Infertility Services
- Mental Health Services
- Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services
- Prosthetic and Orthotic Devices
- Reconstructive Surgery
- Religious Nonmedical Health Care Institution Services
- Skilled Nursing Facility Care
- Transplant Services

Ambulance Services

Emergency

When you have an Emergency Medical Condition, we cover emergency Services of a licensed ambulance anywhere in the world at **no charge**. In accord with the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section, we cover emergency ambulance Services that are not ordered by us only if one of the following is true:

- Your treating physician determines that you must be transported to another facility when you are not Clinically Stable because the care you need is not available at the treating facility
- You are not already being treated, and you reasonably believe that your condition requires ambulance transportation

Nonemergency

Inside our Service Area, we cover nonemergency ambulance Services in accord with Medicare guidelines at **no charge** if a Plan Physician determines that your condition requires the use of Services that only a licensed ambulance can provide and that the use of other means of transportation would endanger your health. These Services are covered only when the vehicle transports you to or from covered Services in accord with Medicare guidelines.

Ambulance Services exclusion

- Transportation by car, taxi, bus, gurney van, wheelchair van, and any other type of transportation (other than a licensed ambulance), even if it is the only way to travel to a Plan Provider

Chemical Dependency Services

Inpatient detoxification

We cover hospitalization at **no charge** in a Plan Hospital only for medical management of withdrawal symptoms, including room and board, Plan Physician Services, drugs, dependency recovery Services, education, and counseling.

Outpatient chemical dependency care

We cover the following Services for treatment of chemical dependency:

- Day-treatment programs (each day in a day-treatment program counts as one visit)
- Intensive outpatient programs (each day in an intensive outpatient program counts as one visit)
- Individual and group chemical dependency counseling visits
- Visits for the purpose of medical treatment for withdrawal symptoms

You pay the following for these covered Services:

- Individual visits: **no charge**
- Group visits: **no charge**

We cover methadone maintenance treatment at **no charge** for pregnant Members during pregnancy and for two months after delivery at a licensed treatment center approved by the Medical Group. We do not cover methadone maintenance treatment in any other circumstances.

Transitional residential recovery Services

We cover up to 60 days per calendar year of chemical dependency treatment in a nonmedical transitional

residential recovery setting approved in writing by the Medical Group. We cover these Services at **no charge**. We do not cover more than 120 days of covered care in any five-consecutive-calendar-year period. These settings provide counseling and support services in a structured environment.

Note: The following Services are not covered under this "Chemical Dependency Services" section:

- Outpatient laboratory Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient self-administered drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)

Chemical dependency Services exclusion

- Services in a specialized facility for alcoholism, drug abuse, or drug addiction except as otherwise described in this "Chemical Dependency Services" section

Dental Services for Radiation Treatment and Dental Anesthesia

Dental Services for radiation treatment

We cover services covered by Medicare, including dental evaluation, X-rays, fluoride treatment, and extractions necessary to prepare your jaw for radiation therapy of cancer in your head or neck at **no charge** if a Plan Physician provides the Services or if the Medical Group authorizes a referral to a dentist (as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section).

Dental anesthesia

For dental procedures at a Plan Facility, we provide general anesthesia and the facility's Services associated with the anesthesia if all of the following are true:

- You are under age 7, or you are developmentally disabled, or your health is compromised
- Your clinical status or underlying medical condition requires that the dental procedure be provided in a hospital or outpatient surgery center
- The dental procedure would not ordinarily require general anesthesia

We do not cover any other Services related to the dental procedure, such as the dentist's Services, unless the Service is covered by Medicare.

For covered dental anesthesia Services, you will pay the **Cost Sharing that you would pay for hospital inpatient care or outpatient surgery, depending on the setting**.

Note: Outpatient prescription drugs are not covered under this "Dental Services for Radiation Treatment and Dental Anesthesia" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Dialysis Care

If the following criteria are met, we cover dialysis Services related to acute renal failure and end-stage renal disease:

- You satisfy all medical criteria developed by the Medical Group
- The facility is certified by Medicare
- A Plan Physician provides a written referral for your dialysis treatment except for out-of-area dialysis care

We also cover peritoneal home dialysis (including equipment, training, and medical supplies).

Out-of-area dialysis care

We cover dialysis for Members with end-stage renal disease that is needed while you are traveling temporarily outside our Service Area if the facility is certified by Medicare. There is no limit to the number of covered routine dialysis days. Although it is not required, we ask that you contact us before you leave our Service Area so we can coordinate your care when you are temporarily outside our Service Area. Please refer to your end-stage renal disease patient material for more information.

Note: The procedure for obtaining reimbursement for out-of-area dialysis care is described in the "Requests for Payment or Services" section.

You pay the following for these covered Services related to dialysis:

- Inpatient dialysis care: **no charge**
- Office visits: **no charge**
- Hemodialysis treatment: **no charge**

Note: The following Services are not covered under this "Dialysis Care" section:

- Laboratory Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)

Durable Medical Equipment for Home Use

We cover durable medical equipment (DME) for use in your home (or another location used as your home as defined by Medicare) in accord with our DME formulary and Medicare guidelines. DME for home use is an item that is intended for repeated use, primarily and customarily used to serve a medical purpose, generally not useful to a person who is not ill or injured, and appropriate for use in the home.

Coverage is limited to the standard item of equipment that adequately meets your medical needs. Covered DME, including repair and replacement of covered DME, is covered at **no charge**. We decide whether to rent or purchase the equipment, and we select the vendor. We will repair or replace the equipment, unless the repair or replacement is due to misuse.

DME items for diabetes

The following diabetes blood-testing supplies and equipment and insulin-administration devices are covered under this "Durable Medical Equipment for Home Use" section:

- Blood glucose monitors and their supplies (such as blood glucose monitor test strips, lancets, and lancet devices)
- Insulin pumps and supplies to operate the pump

About our DME formulary

Our DME formulary includes the list of DME that is covered by Medicare or has been approved by our DME Formulary Executive Committee for our Members. Our DME formulary was developed by a multidisciplinary clinical and operational work group with review and input from Plan Physicians and medical professionals with DME expertise (for example: physical, respiratory, and enterostomal therapists and home health). A multidisciplinary DME Formulary Executive Committee is responsible for reviewing and revising the DME formulary. Our DME formulary is periodically updated to keep pace with changes in medical technology, Medicare guidelines, and clinical practice. To find out whether a particular DME item is included in our DME formulary, please call our Member Service Call Center.

Our formulary guidelines allow you to obtain nonformulary DME items (those not listed on our DME formulary for your condition) if they would otherwise be covered and the Medical Group determines that they are Medically Necessary as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section.

Note: The following items are not covered under this "Durable Medical Equipment for Home Use" section:

- Diabetes urine-testing supplies and insulin-administration devices other than insulin pumps (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- DME related to the terminal illness for Members who are receiving covered hospice care (instead, refer to "Hospice Care" in this "Benefits and Cost Sharing" section)

Durable medical equipment for home use exclusions

- Comfort, convenience, or luxury equipment or features
- Exercise or hygiene equipment
- Dental appliances
- Nonmedical items, such as sauna baths or elevators
- Modifications to your home or car
- Devices for testing blood or other body substances (except diabetes blood glucose monitors and their supplies)
- Electronic monitors of the heart or lungs except infant apnea monitors

Health Education

We cover a variety of healthy living (health education) programs to help you take an active role in protecting and improving your health, including programs for tobacco-cessation, stress management, and chronic conditions (such as diabetes and asthma). We cover individual office visits at **no charge**. We provide all other covered Services at **no charge**. You can also

participate in programs that we don't cover, which may require that you pay a fee.

For more information about our healthy living programs, please contact your local Health Education Department or call our Member Service Call Center, or go to our Web site at **kp.org.** *Your Guidebook* also includes information about our healthy living programs.

Note: In accord with Medicare guidelines, any diabetes self-management training courses accredited by the American Diabetes Association may be available to you if you receive a referral from a Plan Physician.

Hearing Services

We cover the following:

- Hearing tests to determine the appropriate hearing aid: **no charge**
- A **$2,500 Allowance** for each ear toward the price of a hearing aid every 36 months when prescribed by a Plan Physician or by a Plan Provider who is an audiologist. We will cover hearing aids for both ears only if both aids are required to provide significant improvement that is not obtainable with only one hearing aid. We will not provide the Allowance if we have covered (or provided an Allowance for) a hearing aid within the previous 36 months. Also, the Allowance can only be used at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later
- Visits to verify that the hearing aid conforms to the prescription: **no charge**
- Visits for fitting, counseling, adjustment, cleaning, and inspection after the warranty is exhausted: **no charge**

We select the provider or vendor that will furnish the covered hearing aid. Coverage is limited to the types and models of hearing aids furnished by the provider or vendor.

Note: The following Services are not covered under this "Hearing Services" section:

- Hearing tests to determine the need for hearing correction (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Services related to the ear or hearing other than those related to hearing aids described in this section (instead, refer to the applicable heading in this "Benefits and Cost Sharing" section)
- Cochlear implants and osseointegrated external hearing devices (instead, refer to "Prosthetic and Orthotic Devices" in this "Benefits and Cost Sharing" section)

Hearing Services exclusions

- Internally implanted hearing aids
- Replacement parts and batteries, repair of hearing aids, and replacement of lost or broken hearing aids (the manufacturer warranty may cover some of these)

Home Health Care

Home health care means Services provided in the home by nurses, medical social workers, home health aides, and physical, occupational, and speech therapists. We cover part-time or intermittent home health care in accord with Medicare guidelines at **no charge** only if all of the following are true:

- You are substantially confined to your home
- Your condition requires the Services of a nurse, physical therapist, or speech therapist (home health aide Services are not covered unless you are also getting covered home health care from a nurse, physical therapist, or speech therapist that only a licensed provider can provide)
- A Plan Physician determines that it is feasible to maintain effective supervision and control of your care in your home and that the Services can be safely and effectively provided in your home
- The Services are provided inside our Service Area
- The Services are covered by Medicare, such as part-time or intermittent skilled nursing care and part-time or intermittent Services of a home health aide

The following types of Services are covered in the home only as described under these headings in this "Benefits and Cost Sharing" section:

- Dialysis Care
- Durable Medical Equipment for Home Use
- Ostomy and Urological Supplies
- Outpatient Prescription Drugs, Supplies, and Supplements
- Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services
- Prosthetic and Orthotic Devices

Home health care exclusions

- Care of a type that an unlicensed family member or other layperson could provide safely and effectively

in the home setting after receiving appropriate training. This care is excluded even if we would cover the care if it were provided by a qualified medical professional in a hospital or a Skilled Nursing Facility

- Care in the home if the home is not a safe and effective treatment setting

Hospice Care

Hospice care is a specialized form of interdisciplinary health care designed to provide palliative care and to alleviate the physical, emotional, and spiritual discomforts of a Member experiencing the last phases of life due to a terminal illness. It also provides support to the primary caregiver and the Member's family. A Member who chooses hospice care is choosing to receive palliative care for pain and other symptoms associated with the terminal illness, but not to receive care to try to cure the terminal illness. You may change your decision to receive hospice care benefits at any time.

We cover the hospice Services listed below at **no charge** only if all of the following requirements are met:

- You are not entitled to Medicare Part A
- A Plan Physician has diagnosed you with a terminal illness and determines that your life expectancy is 12 months or less
- The Services are provided inside our Service Area
- The Services are provided by a licensed hospice agency that is a Plan Provider
- The Services are necessary for the palliation and management of your terminal illness and related conditions

If all of the above requirements are met, we cover the following hospice Services, which are available on a 24-hour basis if necessary for your hospice care:

- Plan Physician Services
- Skilled nursing care, including assessment, evaluation, and case management of nursing needs, treatment for pain and symptom control, provision of emotional support to you and your family, and instruction to caregivers
- Physical, occupational, or speech therapy for purposes of symptom control or to enable you to maintain activities of daily living
- Respiratory therapy
- Medical social services
- Home health aide and homemaker services
- Palliative drugs prescribed for pain control and symptom management of the terminal illness for up to a 100-day supply in accord with our drug formulary guidelines. You must obtain these drugs from Plan Pharmacies. Certain drugs are limited to a maximum 30-day supply in any 30-day period (please call our Member Service Call Center for the current list of these drugs)
- Durable medical equipment
- Respite care when necessary to relieve your caregivers. Respite care is occasional short-term inpatient care limited to no more than five consecutive days at a time
- Counseling and bereavement services
- Dietary counseling
- The following care during periods of crisis when you need continuous care to achieve palliation or management of acute medical symptoms:
  - nursing care on a continuous basis for as much as 24 hours a day as necessary to maintain you at home
  - short-term inpatient care required at a level that cannot be provided at home

Special note for Members with Medicare Part A

Medicare covers hospice care directly for Members with Medicare Part A. Although we do not cover hospice care, if your Plan Physician determines you are eligible for and you wish to elect hospice care, we will assist you in identifying Medicare-certified hospices, including any Kaiser Permanente hospice, in your area. The hospice will bill Medicare directly for the care ordered by the hospice team. In addition, the hospice may charge you **5 percent** of the reasonable cost of outpatient drugs or biologicals for pain relief and symptom management (up to a maximum of **$5** for each prescription). The hospice may also charge you approximately **$5** for each day of inpatient respite care. Note: If you elect hospice care, you are not entitled to any other benefits for the terminal illness under this *EOC* or Medicare. However, we will continue to cover the Services described in this *EOC* that are not related to the terminal illness. You may change your decision to receive hospice care at any time.

Note: We do cover hospice consultation services for terminally ill Members with Medicare Part A who have not yet elected the hospice benefit.

Infertility Services

We cover the following Services related to involuntary infertility at **no charge**:

- Services for diagnosis and treatment of involuntary infertility
- Artificial insemination

Note: Outpatient drugs, supplies, and supplements are not covered under this "Infertility Services" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Infertility Services exclusion

- Services to reverse voluntary, surgically induced infertility
- Semen and eggs (and Services related to their procurement and storage)

Mental Health Services

We cover mental health Services as specified below, except that any inpatient day limits specified in this "Mental Health Services" section under "Inpatient psychiatric care" do not apply to the following conditions:

- These severe mental illnesses: schizophrenia, schizoaffective disorder, bipolar disorder (manic-depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia nervosa, and bulimia nervosa
- A Serious Emotional Disturbance (SED) of a child under age 18, which means mental disorders as identified in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders,* other than a primary substance use disorder or developmental disorder, that results in behavior inappropriate to the child's age according to expected developmental norms, if the child also meets at least one of the following three criteria:
  - as a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either (a) the child is at risk of removal from the home or has already been removed from the home, or (b) the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment
  - the child displays psychotic features, or risk of suicide or violence due to a mental disorder
  - the child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the California Government Code

For all other mental health conditions, we cover mental health Services in accord with Medicare guidelines and coverage is limited to treatment for psychiatric conditions that are amenable to active treatment, and for which active treatment provides a reasonable prospect of improvement or maintenance at a functional level.

Outpatient mental health Services

We cover at **no charge**:

- Individual and group visits for diagnostic evaluation and psychiatric treatment
- Psychological testing
- Visits for the purpose of monitoring drug therapy

Inpatient psychiatric care

We cover up to 190 days per lifetime for acute psychiatric conditions in a Medicare-certified psychiatric hospital at **no charge**. The number of covered lifetime hospitalization days is reduced by the number of inpatient days for mental health treatment previously covered by Medicare in a psychiatric hospital. After you exhaust these lifetime days, we cover up to 45 days per calendar year.

Hospital alternative Services

We cover treatment in a structured multidisciplinary program as an alternative to inpatient psychiatric care at **no charge**. Hospital alternative Services include partial hospitalization and treatment in an intensive outpatient psychiatric treatment program.

Note: Outpatient drugs, supplies, and supplements are not covered under this "Mental Health Services" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Ostomy and Urological Supplies

Inside our Service Area, we cover ostomy and urological supplies prescribed in accord with our soft goods formulary and Medicare guidelines at **no charge**. We select the vendor, and coverage is limited to the standard supply that adequately meets your medical needs.

About our soft goods formulary

Our soft goods formulary includes the list of ostomy and urological supplies that are covered by Medicare or have been approved by our Soft Goods Formulary Executive Committee for our Members. Our Soft Goods Formulary Executive Committee is responsible for reviewing and revising the soft goods formulary. Our soft goods formulary is periodically updated to keep pace with changes in medical technology, Medicare guidelines, and clinical practice. To find out whether a particular ostomy or urological supply is included in our soft goods formulary, please call our Member Service Call Center.

Our formulary guidelines allow you to obtain nonformulary ostomy and urological supplies (those not listed on our soft goods formulary for your condition) if they would otherwise be covered and the Medical Group determines that they are Medically Necessary as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section.

Ostomy and urological supplies exclusion

- Comfort, convenience, or luxury equipment or features

Outpatient Imaging, Laboratory, and Special Procedures

We cover the following Services at the Cost Sharing indicated only when prescribed as part of care covered under other parts of this "Benefits and Cost Sharing" section:

- Diagnostic and therapeutic imaging, such as X-rays, mammograms, and ultrasound: **no charge**. Note: Mammograms for women age 40 and older are provided by Plan Providers annually without a referral from a Plan Physician
- Magnetic resonance imaging (MRI), computed tomography (CT), and positron emission tomography (PET): **no charge**
- Nuclear medicine: **no charge**
- Laboratory tests (including screening tests for diabetes, cardiovascular disease, cervical cancer, and HPV, and tests for specific genetic disorders for which genetic counseling is available): **no charge**
- Routine preventive retinal photography screenings: **no charge**
- All other diagnostic procedures provided by Plan Providers who are not physicians (such as electrocardiograms and electroencephalograms): **no charge**
- Radiation therapy: **no charge**
- Ultraviolet light treatments: **no charge**

Note: Services related to diagnosis and treatment of infertility are not covered under this "Outpatient Imaging, Laboratory, and Special Procedures" section (instead, refer to "Infertility Services" in this "Benefits and Cost Sharing" section).

Outpatient Prescription Drugs, Supplies, and Supplements

We cover outpatient drugs, supplies, and supplements specified in this "Outpatient Prescription Drugs, Supplies, and Supplements" section if all of the following are true:

- The item is prescribed either (a) by a Plan Physician, or (b) by a dentist or a Non–Plan Physician in the following circumstances unless a Plan Physician determines that the item is not Medically Necessary or is for a sexual dysfunction disorder:
  - a Non–Plan Physician prescribes the item after the Medical Group authorizes a written referral to the Non–Plan Physician (in accord with "Medical Group authorization procedure for certain referrals" in the "How to Obtain Services" section) and the item is covered as part of that referral
  - a Non–Plan Physician prescribes the item in conjunction with covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section
  - a dentist prescribes the drug for dental care
- The item meets the requirements of our applicable drug formulary guidelines (our Medicare Part D formulary or our formulary applicable to non-Medicare Part D items)
- You obtain the item from a Plan Pharmacy or our mail-order program, except as otherwise described under "Certain items from Non–Plan Pharmacies" in this "Outpatient Prescription Drugs, Supplies, and Supplements" section. Please refer to *Your Guidebook* or our *Kaiser Permanente Medicare Part D Pharmacy Directory* for the locations of Plan Pharmacies in your area. Plan Pharmacies can change without notice and if a pharmacy is no longer a Plan Pharmacy, you must obtain covered items from another Plan Pharmacy, except as otherwise described under "Certain items from Non–Plan Pharmacies" in this "Outpatient Prescription Drugs, Supplies, and Supplements" section

Obtaining refills

You may be able to order refills through our Web site at **kp.org/rxrefill**. A Plan Pharmacy, our *Kaiser Permanente Medicare Part D Pharmacy Directory*, or *Your Guidebook* can give you more information about obtaining refills. For example, a few Plan Pharmacies don't dispense covered refills. Also, most refills are available through our mail-order program. Plan Pharmacies or our *Kaiser Permanente Medicare Part D Pharmacy Directory* can give you details about how to order refills by mail. Most drugs can be mailed, but there are some restrictions. Please check with your local Plan Pharmacy if you have a question about whether or not your prescription can be mailed. Items available through our mail-order program are subject to change at any time without notice.

Long term care pharmacies

Residents of a long term care facility (as defined by Medicare) may get their prescriptions through the facility's pharmacy (the long term care pharmacy that contracts directly with the facility). For more information, please contact our Member Service Call Center.

Note: The long term care pharmacy may limit the amount dispensed to a 31-day supply.

Certain items from Non–Plan Pharmacies

You must obtain covered items from Plan Pharmacies or through our mail order program except in the following situations:

- If the item is part of covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care, described in the "Emergency, Post-Stabilization Care, and Urgent Care from Non–Plan Providers" section (applies to all covered items). If you obtain otherwise covered drugs anywhere in the world that are prescribed as part of covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care, we will cover the drugs the same as if you had obtained them from a Plan Provider
- If you are traveling outside our Service Area, but in the United States (including U.S. territories), and you become ill or you lose or run out of your drugs (applies only to drugs covered by Medicare Part D)
- If you are unable to obtain a covered Medicare Part D drug in a timely manner inside our Service Area because there is no Plan Pharmacy within a reasonable driving distance that provides 24-hour service
- If you are unable to obtain a covered Medicare Part D drug in a timely manner because the drug is not regularly stocked at any accessible Plan Pharmacy or our mail order program. In this situation, you must confirm with a Plan Pharmacy that the Medicare Part D drug is not available at any nearby Plan Pharmacy or from our mail order program

The Non–Plan Pharmacy may require you to pay its full price for the items. To request reimbursement from us, you will need to file a claim as described in the "Requests for Payment or Services" section.

If we send you a payment, we will deduct the applicable Cost Sharing, which is the same as that required for the item if it were obtained at a Plan Pharmacy. In addition, you may be responsible for paying the difference between Plan Pharmacy Charges for the item and the price that the Non–Plan Pharmacy charged you.

Medicare Part D drugs

Medicare Part D covers most outpatient prescription drugs if they are sold in the United States and approved for sale by the federal Food and Drug Administration. We cover Medicare Part D drugs in accord with our Medicare Part D formulary guidelines and certain insulin administration devices (needles, syringes, alcohol swabs, and gauze) at **no charge** for up to a 100-day supply. Please refer to "Medicare Part D formulary" in this "Outpatient Prescription Drugs, Supplies, and Supplements" section for more information about this formulary.

Keeping track of Medicare Part D drugs. Each month you use your Medicare Part D drug coverage, we will send you an "Explanation of Benefits." You can also ask our Member Service Call Center for this information. Your Explanation of Benefits will contain the following information:

- A list of covered Medicare Part D drugs you received during the time period indicated
- General information about your Medicare Part D coverage

Medicare Part D drug formulary

Our Medicare Part D drug formulary lists drugs that we cover under Medicare Part D. We will mail you our Abridged Medicare Part D Drug Formulary annually. Our Medicare Part D Comprehensive Formulary is available upon request from our Member Service Call Center or on our Web site at **kp.org/seniormedrx**.

Our Medicare Part D drug formulary is a list of drugs that we select in consultation with a team of health care practitioners, and that includes Medicare Part D drug therapies believed to be a necessary part of a quality treatment program. The drugs on our Medicare Part D

drug formulary have been approved by our Pharmacy and Therapeutics Committee for our Members. Our Pharmacy and Therapeutics Committee, which is primarily composed of Plan Physicians, selects drugs for the drug formulary based on a number of factors, including safety and effectiveness as determined from a review of medical literature. The Pharmacy and Therapeutics Committee meets quarterly to consider additions and deletions based on new information or drugs that become available. Subject to all of the provisions of this "Outpatient Prescription Drugs, Supplies, and Supplements" section, we will generally cover the drugs listed on our formulary if the drug is Medically Necessary, it is prescribed by a Plan Physician, and the prescription is either (a) filled at a Plan Pharmacy or through our mail order program, or (b) covered at a Non–Plan Pharmacy as described under "Certain items from Non–Plan Pharmacies." The presence of a drug on our drug formulary does not necessarily mean that your Plan Physician will prescribe it for a particular medical condition.

Our Medicare Part D drug formulary will change periodically and if you are affected by one of the following formulary changes, we may notify you in writing at least 60 days before the change becomes effective:

- A drug is removed from our formulary
- The amount of the drug that a Plan Pharmacy will dispense is restricted
- Step therapy restrictions are added

If we do not notify you in writing before one of these changes takes effect, we will notify you when you request a prescribed refill from a Plan Pharmacy and the Plan Pharmacy will provide you no more than a one-time, 60-day supply of the drug. However, if the federal Food and Drug Administration deems a drug on our drug formulary to be unsafe or the drug's manufacturer removes the drug from the market, we will remove the drug from our drug formulary immediately. We will notify you if you are affected by this change and you will not be able to get the one-time, 60-day supply of the drug.

Drugs not on the formulary. If you want us to cover a Medicare Part D drug that is not on our Medicare Part D drug formulary, you have the following options:

- If your Plan Physician determines that it is Medically Necessary for you to receive the drug instead of the formulary alternative, we will cover the drug for the remainder of the calendar year on a formulary exception basis if it is otherwise a covered Medicare Part D drug and your Plan Physician continues to believe that the drug is Medically Necessary
- If your Plan Physician determines that it is not Medically Necessary for you to receive the drug instead of the formulary alternative, you may appeal your Plan Physician's decision as described in the "Dispute Resolution" section. If you do not appeal the decision or your appeal is denied, you may purchase the drug if you get a prescription

If you are not sure whether a drug is on our formulary, you can contact our Member Service Call Center for assistance.

Medicare Part D exclusions. By law, certain types of drugs are not covered by Medicare Part D. The following are examples of drugs that Medicare Part D does not cover:

- Drugs for which the law does not require a prescription (over the counter drugs) unless they are part of an approved step therapy
- Drugs when used for anorexia, weight loss, or weight gain
- Drugs when used to promote fertility
- Drugs when used for cosmetic purposes or hair growth
- Drugs when used for the symptomatic relief of cough or colds
- Prescription vitamin and mineral products, except prenatal vitamins and fluoride preparations
- Outpatient drugs for which the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale
- Barbiturates (for example, phenobarbital)
- Benzodiazepines (for example, Valium)
- Drugs when used to treat sexual dysfunction disorders

Other prescription drug coverage. As required by CMS, we will send you a survey to find out what other drug coverage you may have in addition to the coverage you get under this *EOC*. The information you provide will help us determine how much you have paid for your Medicare Part D drugs under other coverage. In addition, if you lose or get additional prescription drug coverage, please call our Member Service Call Center to update your membership records. The following may apply to you if you have other prescription drug coverage:

- **Senior Advantage and Medi-Cal.** We cover drugs covered by Medicare Part D. If you also have Medi-Cal coverage, Medicare Part D drugs will be covered

under this *EOC*, instead of your Medi-Cal coverage. Medi-Cal may cover drugs that are not covered by Medicare Part D, as described in the Medi-Cal plan document

- **State Pharmacy Assistance Program.** If you are currently enrolled in a State Pharmacy Assistance Program, you may get help paying certain expenses. Please contact the State Pharmacy Assistance Program to determine what help is available to you

Outpatient drugs covered by Medicare Part B

In addition to Medicare Part D drugs, we also cover the limited number of outpatient prescription drugs that are covered by Medicare Part B in accord with our drug formulary applicable to non-Medicare Part D items at **no charge** for up to a 100-day supply (except that certain self-administered IV drugs are provided up to a 30-day supply). The following are examples of the types of drugs that Medicare Part B covers:

- Certain inhaled and infused drugs you take at home (or another location used as your home as defined by Medicare) using covered durable medical equipment
- Certain oral anti-cancer drugs that are also available in an injectable form, and anti-nausea drugs for cancer patients
- Clotting factors if you have hemophilia
- Immunosuppressive drugs, if you have had an organ transplant that was covered by Medicare

Other outpatient drugs, supplies, and supplements (not covered by Medicare)

If a drug, supply, or supplement is not covered by Medicare Part B or D, we cover the following additional items in accord with our drug formulary applicable to non-Medicare Part D items:

- Drugs for which a prescription is required by law that are not covered by Medicare Part B or D. We also cover certain drugs that do not require a prescription by law if they are listed on our drug formulary applicable to non-Medicare Part D items. Note: Certain tobacco-cessation drugs (such as nicotine patches) that are not covered by Medicare Part D are covered only if you participate in a behavioral intervention program approved by the Medical Group
- Diaphragms and cervical caps
- Disposable needles and syringes needed for injecting covered drugs, pen delivery devices, and visual aids required to ensure proper dosage (except eyewear), that are not covered by Medicare Part B or D
- Inhaler spacers needed to inhale covered drugs
- Ketone test strips and sugar or acetone test tablets or tapes for diabetes urine testing
- Continuity drugs: If this *EOC* is amended to exclude a drug that we have been covering and providing to you under this *EOC*, we will continue to provide the drug if a prescription is required by law and a Plan Physician continues to prescribe the drug for the same condition and for a use approved by the FDA

Cost Sharing for outpatient drugs, supplies, and supplements. The Cost Sharing for these items is **no charge** for up to a 100-day supply, except that the following items require payment of a different Cost Sharing:

- Amino acid–modified products used to treat congenital errors of amino acid metabolism (such as phenylketonuria) and elemental dietary enteral formula when used as a primary therapy for regional enteritis: **no charge** for up to a 30-day supply
- Continuity drugs: **50 percent Coinsurance** for up to a 30-day supply in a 30-day period

Non-Medicare Part D drug formulary. Our non-Medicare Part D drug formulary includes the list of drugs that have been approved by our Pharmacy and Therapeutics Committee for our Members. Our Pharmacy and Therapeutics Committee, which is primarily composed of Plan Physicians, selects drugs for the drug formulary based on a number of factors, including safety and effectiveness as determined from a review of medical literature. The Pharmacy and Therapeutics Committee meets quarterly to consider additions and deletions based on new information or drugs that become available. If you would like to request a copy of our non-Medicare Part D drug formulary, please call our Member Service Call Center. Note: The presence of a drug on our drug formulary does not necessarily mean that your Plan Physician will prescribe it for a particular medical condition.

Our drug formulary guidelines allow you to obtain nonformulary prescription drugs (those not listed on our drug formulary for your condition) if they would otherwise be covered and a Plan Physician determines that they are Medically Necessary. If you disagree with your Plan Physician's determination that a nonformulary prescription drug is not Medically Necessary, you may file an appeal as described in the "Dispute Resolution" section. Also, our non-Medicare Part D formulary guidelines may require you to participate in a behavioral intervention program approved by the Medical Group for specific conditions and you may be required to pay for the program.

Certain IV drugs, supplies, and supplements

We cover certain self-administered IV drugs, fluids, additives, and nutrients that require specific types of

parenteral-infusion (such as an IV or intraspinal-infusion) at **no charge** for up to a 30-day supply. In addition, we cover the supplies and equipment required for the administration of these drugs at **no charge**.

Drug utilization review

Plan Providers conduct drug utilization reviews on a regular basis. These reviews are especially important for Members who have more than one Plan Physician who prescribes their medications. If a drug utilization review identifies a concern, your Plan Physician will be contacted as appropriate.

Medication therapy management programs

We offer medication therapy management programs at **no charge** for Members with certain chronic diseases who are taking multiple Medicare Part D drugs and who have high drug costs. Plan Providers developed these programs to monitor these Members' complex medication needs and help identify potential adjustments. We will contact you if you qualify for one of our medication therapy management programs.

ID card at Plan Pharmacies

You must present your Kaiser Permanente ID card when obtaining covered items from Plan Pharmacies that are not owned and operated by Kaiser Permanente. If you do not have your ID card, the pharmacy may require you to pay Charges for your covered items, and you will have to file a claim for reimbursement as described in the "Requests for Payment or Services" section.

Notes:

- If Charges for a covered item are less than the Copayment, you will pay the lesser amount
- Durable medical equipment used to administer drugs, such as diabetes insulin pumps (and their supplies), and diabetes blood-testing equipment (and their supplies) are not covered under this "Outpatient Prescription Drugs, Supplies, and Supplements" section (instead, refer to "Durable Medical Equipment for Home Use" in this "Benefits and Cost Sharing" section)
- Except for vaccines covered by Medicare Part D, drugs administered to you in a Plan Medical Office or during home visits are not covered under this "Outpatient Prescription Drugs, Supplies, and Supplements" section (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Drugs covered during a covered stay in a Plan Hospital or Skilled Nursing Facility are not covered under this "Outpatient Prescription Drugs, Supplies, and Supplements" section (instead, refer to "Hospital Inpatient Care" and "Skilled Nursing Facility Care" in this "Benefits and Cost Sharing" section)

Outpatient prescription drugs, supplies, and supplements limitations

Day supply limit. Plan Physicians determine the amount of a drug or other item that is Medically Necessary for a particular day supply for you. Upon payment of the Cost Sharing listed in this "Outpatient Prescription Drugs, Supplies, and Supplements" section, you will receive the supply prescribed up to a 100-day supply in a 100-day period However, the Plan Pharmacy may reduce the day supply dispensed to a 30-day supply maximum in any 30-day period at the Cost Sharing listed in this "Outpatient Prescription Drugs, Supplies, and Supplements" section if the Plan Pharmacy determines that the drug is in limited supply in the market or a 31-day supply maximum in any 31-day period if the item is dispensed by a long term care facility's pharmacy. Plan Pharmacies may also limit the quantity dispensed as described under "Utilization management." If you wish to receive more than the covered day supply limit, then the additional amount is not covered and you must pay Charges for any prescribed quantities that exceed the day supply limit.

Utilization management. For certain items, we have additional coverage requirements and limits that help promote effective drug use and help us control drug plan costs. Examples of these utilization management tools are:

- **Quantity limits:** The pharmacy may reduce the day supply dispensed at the Cost Sharing specified in this "Outpatient Drugs, Supplies, and Supplements" section to a 30-day supply maximum in any 30-day period for specific drugs. Your Plan Pharmacy can tell you if a drug you take is one of these drugs. In addition, we cover episodic drugs prescribed for the treatment of sexual dysfunction up to a maximum of 8 doses in any 30-day period, 16 doses in any 60-day period, or 27 doses in any 100-day period
- **Generic substitution:** When there is a generic version of a brand-name drug available, Plan Pharmacies will automatically give you the generic version, unless your Plan Physician has specifically requested a formulary exception because it is Medically Necessary for you to receive the brand-name drug instead of the formulary alternative

Outpatient prescription drugs, supplies, and supplements exclusions

- Any requested packaging (such as dose packaging) other than the dispensing pharmacy's standard packaging

- Compounded products unless the active ingredient in the compounded product is listed on one of our drug formularies
- Drugs when prescribed to shorten the duration of the common cold

Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services

Physical, occupational, and speech therapy

In accord with Medicare guidelines, we cover initial and subsequent courses of physical, occupational, and speech therapy in a Plan Facility or Plan Skilled Nursing Facility, or as part of home health care, if in the judgment of a Plan Physician:

- Significant improvement is expected within a reasonable and generally predictable period, or
- The therapy is necessary to establish a maintenance program required in connection with certain medical conditions

You pay the following for these covered Services:

- Inpatient care: **no charge**
- Outpatient visits: **no charge**

Limitations

- Occupational therapy is limited to treatment to achieve and maintain improved self-care and other customary activities of daily living

Multidisciplinary rehabilitation

If, in the judgment of a Plan Physician, continuing significant improvement in function is achievable within a reasonable and generally predictable period, we will cover treatment in accord with Medicare guidelines in an organized, multidisciplinary rehabilitation program in a Plan Facility or Plan Skilled Nursing Facility.

You pay the following for these covered Services:

- Inpatient care: **no charge**
- Outpatient visits: **no charge**

Prosthetic and Orthotic Devices

We cover the devices specified in this "Prosthetic and Orthotic Devices" section if they are in general use, intended for repeated use, primarily and customarily used for medical purposes, and generally not useful to a person who is not ill or injured. Coverage is limited to the standard device that adequately meets your medical needs.

We select the provider or vendor that will furnish the covered device. Coverage includes fitting and adjustment of these devices, their repair or replacement, and Services to determine whether you need a prosthetic or orthotic device. If we do not cover the device, we will try to help you find facilities where you may obtain what you need at a reasonable price.

Internally implanted devices

We cover at **no charge** internal devices implanted during covered surgery, such as pacemakers, cochlear implants, osseointegrated external hearing devices, and hip joints that are covered by Medicare.

External devices

We cover the following external prosthetic and orthotic devices, including repair and replacement of covered devices, at **no charge**:

- Prosthetic devices and installation accessories to restore a method of speaking following the removal of all or part of the larynx including electronic voice-producing machines covered by Medicare
- Prostheses needed after a Medically Necessary mastectomy, including custom-made prostheses when Medically Necessary
- Prosthetics and orthotics that are covered by Medicare, including therapeutic footwear for severe diabetes-related foot disease in accord with Medicare guidelines
- Podiatric devices (including footwear) to prevent or treat diabetes-related complications when prescribed by a Plan Physician or a Plan Provider who is a podiatrist
- Compression burn garments and lymphedema wraps and garments
- Enteral formula for Members who require tube feeding in accord with Medicare guidelines
- Prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect
- Other covered prosthetic and orthotic devices:
  - prosthetic devices required to replace all or part of an organ or extremity, but only if they also replace the function of the organ or extremity
  - rigid and semi-rigid orthotic devices required to support or correct a defective body part
  - covered special footwear when custom made for foot disfigurement due to disease, injury, or developmental disability

Note: The following items are not covered under this "Prosthetic and Orthotic Devices" section:

- Eyeglasses and contact lenses (instead, refer to "Vision Services" in this "Benefits and Cost Sharing" section)
- Hearing aids other than internally implanted devices described in this section (instead, refer to "Hearing Services" in this "Benefits and Cost Sharing" section)

Prosthetic and orthotic devices exclusions

- Dental appliances
- Except as otherwise described above in this "Prosthetic and Orthotic Devices" section, nonrigid supplies, such as elastic stockings and wigs
- Comfort, convenience, or luxury equipment or features
- Electronic voice-producing machines except as covered by Medicare
- Shoes or arch supports, even if custom-made, except footwear described above in this "Prosthetic and Orthotic Devices" section for diabetes-related complications and foot disfigurement

Reconstructive Surgery

We cover reconstructive surgery to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, if a Plan Physician determines that it is necessary to improve function, or create a normal appearance, to the extent possible.

Also, following Medically Necessary removal of all or part of a breast, we cover reconstruction of the breast, surgery and reconstruction of the other breast to produce a symmetrical appearance, and treatment of physical complications, including lymphedemas.

You pay the following for covered reconstructive surgery Services:

- Office visits: **no charge**
- Outpatient surgery: **no charge**
- Hospital inpatient care (including room and board, drugs, and Plan Physician Services): **no charge**

Note: The following Services are not covered under this "Reconstructive Surgery" section:

- Outpatient laboratory and imaging Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Prosthetics and orthotics (instead, refer to "Prosthetic and Orthotic Devices" in this "Benefits and Cost Sharing" section)

Reconstructive surgery exclusions

- Surgery that, in the judgment of a Plan Physician specializing in reconstructive surgery, offers only a minimal improvement in appearance
- Surgery that is performed to alter or reshape normal structures of the body in order to improve appearance

Religious Nonmedical Health Care Institution Services

Certain Services in a Medicare-certified Religious Nonmedical Health Care Institution (RNHCI) are covered in accord with Medicare guidelines at the Cost Sharing you would pay if the Services were not related to an RNHCI. Religious aspects of care provided in an RNHCI are not covered. If you want to receive care in an RNHCI, please call our Member Service Call Center to learn about the requirements you must satisfy.

Skilled Nursing Facility Care

Inside our Service Area, we cover at **no charge** skilled inpatient Services in a Plan Skilled Nursing Facility and in accord with Medicare guidelines. The skilled inpatient Services must be customarily provided by a Skilled Nursing Facility, and above the level of custodial or intermediate care.

We cover the following Services:

- Physician and nursing Services
- Room and board
- Drugs prescribed by a Plan Physician as part of your plan of care in the Plan Skilled Nursing Facility in accord with our drug formulary guidelines if they are administered to you in the Plan Skilled Nursing Facility by medical personnel

- Durable medical equipment in accord with our DME formulary and Medicare guidelines if Skilled Nursing Facilities ordinarily furnish the equipment
- Imaging and laboratory Services that Skilled Nursing Facilities ordinarily provide
- Medical social services
- Blood, blood products, and their administration
- Medical supplies
- Services covered under "Physical, Occupational, and Speech Therapy and Multidisciplinary Rehabilitation Services"
- Respiratory therapy

Note: Outpatient imaging, laboratory, and special procedures are not covered under this "Skilled Nursing Facility Care" section (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section).

Non–Plan Skilled Nursing Facility care

We cover Services in a Non–Plan Skilled Nursing Facility if all of the following are true:

- The Skilled Nursing Facility is inside our Service Area
- The Skilled Nursing Facility agrees to accept substantially similar payment from us under the same terms and conditions that apply to similar Plan Skilled Nursing Facilities
- We would cover the Services if you received them in a Plan Skilled Nursing Facility
- The Skilled Nursing Facility was your (or your spouse's) residence immediately before you needed skilled nursing care

Transplant Services

We cover transplants of organs, tissue, or bone marrow in accord with Medicare guidelines and if the Medical Group provides a written referral for care to a transplant facility as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section.

After the referral to a transplant facility, the following applies:

- If either the Medical Group or the referral facility determines that you do not satisfy its respective criteria for a transplant, we will only cover Services you receive before that determination is made
- Health Plan, Plan Hospitals, the Medical Group, and Plan Physicians are not responsible for finding, furnishing, or ensuring the availability of an organ, tissue, or bone marrow donor
- In accord with our guidelines for Services for living transplant donors, we provide certain donation-related Services for a donor, or an individual identified by the Medical Group as a potential donor, whether or not the donor is a Member. These Services must be directly related to a covered transplant for you, which may include certain Services for harvesting the organ, tissue, or bone marrow and for treatment of complications. Our guidelines for donor Services are available by calling our Member Service Call Center

For covered transplant Services that you receive, you will pay the **Cost Sharing you would pay if the Services were not related to a transplant**.

We provide or pay for donation-related Services for actual or potential donors (whether or not they are Members) in accord with our guidelines for donor Services at **no charge**.

Note: The following Services are not covered under this "Transplant Services" section:

- Outpatient laboratory and imaging Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)

Vision Services

We cover the Services listed below at Plan Medical Offices or Plan Optical Sales Offices when prescribed by a Plan Physician or by a Plan Provider who is an optometrist.

Optical Services

Eyeglasses and contact lenses. We provide a **$350 Allowance** toward the price of any or all of the following every 24 months:

- Eyeglass lenses when a Plan Provider puts the lenses into a frame

- Eyeglass frames when a Plan Provider puts two lenses (at least one of which must have refractive value) into the frame
- Contact lenses, fitting, and dispensing

We will not provide the Allowance if we have covered (or provided an Allowance for) lenses or frames within the previous 24 months. Also, the Allowance can only be used at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later.

If you have a change in prescription of at least .50 diopter in one or both eyes within 12 months of initial point of sale, we will provide an Allowance toward the price of a replacement eyeglass lens (or contact lens, fitting, and dispensing). The Allowance for these replacement lenses is **$60** for single vision eyeglass lenses or contact lenses, fitting, and dispensing and **$90** for multifocal eyeglass lenses.

Special contact lenses. We cover the following special contact lenses:

- Up to two Medically Necessary contact lenses, fitting, and dispensing per eye every 12 months (including lenses we covered under any other evidence of coverage offered by your Group) to treat aniridia (missing iris): **no charge**
- Up to six Medically Necessary aphakic contact lenses, fitting, and dispensing per eye per calendar year (including lenses we covered under any other evidence of coverage offered by your Group) to treat aphakia (absence of the crystalline lens of the eye) for children from birth through age 9: **no charge**
- If contact lenses will provide a significant improvement in your vision not obtainable with eyeglass lenses, we cover either one pair of contact lenses or an initial supply of disposable contact lenses every 24 months at **no charge**. When we cover these special contact lenses, you cannot use the Allowance mentioned under "Eyeglasses and contact lenses" for another 24 months. However, if the combination of special contact lenses and eyeglasses will provide a significant improvement in your vision not obtainable with special contact lenses alone, you can use that Allowance toward the purchase of the eyeglasses if we have not covered lenses or frames within the previous 24 months. If you have a change in prescription of at least .50 diopter in one or both eyes, we will cover special contact lens replacements, including fitting and dispensing

Eyeglasses and contact lenses following cataract surgery. In accord with Medicare guidelines, we provide a **$150 Allowance** after each cataract surgery. The Allowance is to help you pay for eyeglass lenses, frames, and contact lenses (including fitting and dispensing). It can be used only at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later. Also, the Allowance for each cataract surgery must be used before a later cataract surgery. There is only one Allowance of $150 following any cataract surgery.

Note: The following Services are not covered under this "Vision Services" section:

- Refraction exams to determine the need for vision correction and to provide a prescription for eyeglass lenses and glaucoma screenings (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Services related to the eye or vision other than those related to eyeglasses and contact lenses described in this section (instead, refer to the applicable heading in this "Benefits and Cost Sharing" section)

Vision Services exclusions

- Industrial frames
- Lenses and sunglasses without refractive value except for a balance lens if only one eye needs correction
- Tinted lenses except when Medically Necessary to treat macular degeneration or retinitis pigmentosa
- Replacement of lost, broken, or damaged lenses or frames
- Lens adornment, such as engraving, faceting, or jeweling
- Low-vision devices
- Non-prescription products, such as eyeglass holders, eyeglass cases, and repair kits

Exclusions, Limitations, Coordination of Benefits, and Reductions

Exclusions

The Services listed in this "Exclusions" section are excluded from coverage. These exclusions apply to all Services that would otherwise be covered under this *EOC*. Additional exclusions that apply only to a particular benefit are listed in the description of that benefit in the "Benefits and Cost Sharing" section.

Certain exams and Services

Physical examinations and other Services (a) required for obtaining or maintaining employment or participation in employee programs, (b) required for insurance or licensing, or (c) on court order or required for parole or probation. This exclusion does not apply if a Plan Physician determines that the Services are Medically Necessary.

Chiropractic Services

Chiropractic Services and the Services of a chiropractor except for manual manipulation of the spine as described under "Outpatient Care" in the "Benefits and Cost Sharing" section.

Conception by artificial means

Except for artificial insemination covered under "Infertility Services" in the "Benefits and Cost Sharing" section, all other Services related to conception by artificial means, such as ovum transplants, gamete intrafallopian transfer (GIFT), semen and eggs (and Services related to their procurement and storage), in vitro fertilization (IVF), and zygote intrafallopian transfer (ZIFT).

Cosmetic Services

Services that are intended primarily to change or maintain your appearance, except for Services covered under "Reconstructive Surgery" and the following prosthetic devices covered under "Prosthetic and Orthotic Devices" in the "Benefits and Cost Sharing" section: prostheses needed after a mastectomy and prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect.

Custodial care

Custodial care means assistance with activities of daily living (for example: walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking medicine), or care that can be performed safely and effectively by people who, in order to provide the care, do not require medical licenses or certificates or the presence of a supervising licensed nurse.

This exclusion does not apply to Services covered under "Hospice Care" in the "Benefits and Cost Sharing" section.

Dental care

Dental care and dental X-rays, such as dental Services following accidental injury to teeth, dental appliances, dental implants, orthodontia, and dental Services resulting from medical treatment such as surgery on the jawbone and radiation treatment, except for Services covered by Medicare or under "Dental Services for Radiation Treatment and Dental Anesthesia" in the "Benefits and Cost Sharing" section.

Experimental or investigational Services

A Service is experimental or investigational if we, in consultation with the Medical Group, determine that one of the following is true:

- Generally accepted medical standards do not recognize it as safe and effective for treating the condition in question (even if it has been authorized by law for use in testing or other studies on human patients)
- It requires government approval that has not been obtained when the Service is to be provided

Eye surgery

Services related to eye surgery or orthokeratologic Services for the purpose of correcting refractive defects such as myopia, hyperopia, or astigmatism.

Hair loss or growth treatment

Services for the promotion, prevention, or other treatment of hair loss or hair growth.

Intermediate care

Care in a licensed intermediate care facility. This exclusion does not apply to Services covered under "Hospice Care" in the "Benefits and Cost Sharing" section.

Routine foot care Services

Routine foot care, except for Medically Necessary Services covered by Medicare.

Services not approved by the FDA

Drugs, supplements, tests, vaccines, devices, radioactive materials, and any other Services that by law require federal Food and Drug Administration (FDA) approval in order to be sold in the U.S. but are not approved by the FDA. This exclusion applies to Services provided anywhere, even outside the U.S. This exclusion does not apply to Services covered under the "Emergency, Post-Stabilization, and Urgent Care from Non-Plan Providers" section that you receive outside the U.S. and its territories.

Services related to a noncovered Service

When a Service is not covered, all Services related to the noncovered Service are excluded, except for Services we would otherwise cover to treat complications of the noncovered Service.

Surrogacy

Services for anyone in connection with a surrogacy arrangement, except for otherwise-covered Services provided to a Member who is a surrogate. A surrogacy arrangement is one in which a woman (the surrogate) agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child. Please refer to "Surrogacy arrangements" under "Reductions" in this "Exclusions, Limitations, Coordination of Benefits, and Reductions" section for information about your obligations to us in connection with a surrogacy arrangement, including your obligation to reimburse us for any Services we cover.

Transgender surgery

Travel and lodging expenses

Travel and lodging expenses, except that in some situations if the Medical Group refers you to a Non–Plan Provider as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section, we may pay certain expenses that we preauthorize in accord with our travel and lodging guidelines. Our travel and lodging guidelines are available from our Member Service Call Center.

Limitations

We will do our best to provide or arrange for our Members' health care needs in the event of unusual circumstances that delay or render impractical the provision of Services under this *EOC*, such as major disaster, epidemic, war, riot, civil insurrection, disability of a large share of personnel at a Plan Facility, complete or partial destruction of facilities, and labor disputes. Under these extreme circumstances, if you have an Emergency Medical Condition, go to the nearest hospital as described under "Emergency Care" in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section, and we will provide coverage and reimbursement as described in that section.

Additional limitations that apply only to a particular benefit are listed in the description of that benefit in the benefit description in the "Benefits and Cost Sharing" section.

Coordination of Benefits

If you have other medical or dental coverage, it is important to use your other coverage in combination with your coverage as a Senior Advantage Member to pay for the care you receive. This is called "coordination of benefits" because it involves coordinating all of the health benefits that are available to you. Using all of the coverage you have helps keep the cost of health care more affordable for everyone.

You must tell us if you have other health care coverage, and let us know whenever there are any changes in your additional coverage. The types of additional coverage that you might have include the following:

- Coverage that you have from an employer's group health care coverage for employees or retirees, either through yourself or your spouse
- Coverage that you have under workers' compensation because of a job-related illness or injury, or under the Federal Black Lung Program
- Coverage you have for an accident where no-fault insurance or liability insurance is involved
- Coverage you have through Medicaid
- Coverage you have through the "TRICARE for Life" program (veteran's benefits)
- Coverage you have for dental insurance or prescription drugs
- "Continuation coverage" you have through COBRA (COBRA is a law that requires employers with 20 or more employees to let employees and their dependents keep their group health coverage for a time after they leave their group health plan under certain conditions)

When you have additional health care coverage, how we coordinate your benefits as a Senior Advantage Member with your benefits from your other coverage depends on your situation. With coordination of benefits, you will often get your care as usual from Plan Providers, and the other coverage you have will simply help pay for the care you receive. In other situations, such as benefits that we don't cover, you may get your care outside of our Plan directly through your other coverage.

In general, the coverage that pays its share of your bills first is called the "primary payer." Then the other company or companies that are involved (called the "secondary payers") each pay their share of what is left of your bills. Often your other coverage will settle its share of payment directly with us and you will not have to be involved. However, if payment owed to us is sent directly to you, you are required under Medicare law to give this payment to us. When you have additional coverage, whether we pay first or second, or at all, depends on what type or types of additional coverage you have and the rules that apply to your situation. Many of these rules are set by Medicare. Some of them take into account whether you have a disability or have end-

stage renal disease, or how many employees are covered by an employer's group plan.

If you have additional health coverage, please call our Member Service Call Center to find out which rules apply to your situation, and how payment will be handled. Also, the Medicare program has written a booklet with general information about what happens when people with Medicare have additional coverage. It's called *Medicare and Other Health Benefits: Your Guide to Who Pays First.* You can get a copy by calling toll free 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048), or by visiting the **www.medicare.gov** Web site.

Reductions

Employer responsibility

For any Services that the law requires an employer to provide, we will not pay the employer, and when we cover any such Services we may recover the value of the Services from the employer.

Government agency responsibility

For any Services that the law requires be provided only by or received only from a government agency, we will not pay the government agency, and when we cover any such Services we may recover the value of the Services from the government agency.

Injuries or illnesses alleged to be caused by third parties

If you obtain a judgment or settlement from or on behalf of a third party who allegedly caused an injury or illness for which you received covered Services, you must pay us Charges for those Services, except that the amount you must pay will not exceed the maximum amount allowed under California Civil Code Section 3040. Note: This "Injuries or illnesses alleged to be caused by third parties" section does not affect your obligation to pay Cost Sharing for these Services, but we will credit any such payments toward the amount you must pay us under this paragraph.

To the extent permitted or required by law, we have the option of becoming subrogated to all claims, causes of action, and other rights you may have against a third party or an insurer, government program, or other source of coverage for monetary damages, compensation, or indemnification on account of the injury or illness allegedly caused by the third party. We will be so subrogated as of the time we mail or deliver a written notice of our exercise of this option to you or your attorney, but we will be subrogated only to the extent of the total of Charges for the relevant Services.

To secure our rights, we will have a lien on the proceeds of any judgment or settlement you or we obtain against a third party. The proceeds of any judgment or settlement that you or we obtain shall first be applied to satisfy our lien, regardless of whether the total amount of the proceeds is less than the actual losses and damages you incurred.

Within 30 days after submitting or filing a claim or legal action against a third party, you must send written notice of the claim or legal action to:

Kaiser Permanente
Special Recovery Unit
COB/TPL
P.O. Box 2073
Oakland, CA 94604-9877

In order for us to determine the existence of any rights we may have and to satisfy those rights, you must complete and send us all consents, releases, authorizations, assignments, and other documents, including lien forms directing your attorney, the third party, and the third party's liability insurer to pay us directly. You may not agree to waive, release, or reduce our rights under this provision without our prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on your injury or illness, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

Medicare law may apply with respect to Services covered by Medicare.

Some providers have contracted with Kaiser Permanente to provide certain Services to Members at rates that are typically less than the fees that the providers ordinarily charge to the general public ("General Fees"). However, these contracts may allow the providers to recover all or a portion of the difference between the fees paid by Kaiser Permanente and their General Fees by means of a lien claim under California Civil Code Sections 3045.1–3045.6 against a judgment or settlement that you receive from or on behalf of a third party. For Services the provider furnished, our recovery and the provider's recovery together will not exceed the provider's General Fees.

Medicare benefits

As a Senior Advantage Member, you receive all Medicare-covered benefits through us (except for hospice care for Members with Medicare Part A and qualifying clinical trials, which are covered directly by Medicare) and these benefits are not duplicated.

Surrogacy arrangements

If you enter into a surrogacy arrangement, you must pay us Charges for covered Services you receive related to conception, pregnancy, or delivery in connection with that arrangement ("Surrogacy Health Services"), except that the amount you must pay will not exceed the compensation you are entitled to receive under the surrogacy arrangement. A surrogacy arrangement is one in which a woman agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child. Note: This "Surrogacy arrangements" section does not affect your obligation to pay Cost Sharing for these Services, but we will credit any such payments toward the amount you must pay us under this paragraph.

By accepting Surrogacy Health Services, you automatically assign to us your right to receive payments that are payable to you or your chosen payee under the surrogacy arrangement, regardless of whether those payments are characterized as being for medical expenses. To secure our rights, we will also have a lien on those payments. Those payments shall first be applied to satisfy our lien. The assignment and our lien will not exceed the total amount of your obligation to us under the preceding paragraph.

Within 30 days after entering into a surrogacy arrangement, you must send written notice of the arrangement, including the names and addresses of the other parties to the arrangement, and a copy of any contracts or other documents explaining the arrangement, to:

Kaiser Permanente
Special Recovery Unit
Parsons East, Second Floor
P.O. Box 7017
Pasadena, CA 91109-9977
Attention: Third Party Liability Supervisor

You must complete and send us all consents, releases, authorizations, lien forms, and other documents that are reasonably necessary for us to determine the existence of any rights we may have under this "Surrogacy arrangements" section and to satisfy those rights. You may not agree to waive, release, or reduce our rights under this provision without our prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on the surrogacy arrangement, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

U.S. Department of Veterans Affairs

For any Services for conditions arising from military service that the law requires the Department of Veterans Affairs to provide, we will not pay the Department of Veterans Affairs, and when we cover any such Services we may recover the value of the Services from the Department of Veterans Affairs.

Workers' compensation or employer's liability benefits

You may be eligible for payments or other benefits, including amounts received as a settlement (collectively referred to as "Financial Benefit"), under workers' compensation or employer's liability law. We will provide covered Services even if it is unclear whether you are entitled to a Financial Benefit, but we may recover the value of any covered Services from the following sources:

- From any source providing a Financial Benefit or from whom a Financial Benefit is due
- From you, to the extent that a Financial Benefit is provided or payable or would have been required to be provided or payable if you had diligently sought to establish your rights to the Financial Benefit under any workers' compensation or employer's liability law

Requests for Payment or Services

Requests for Payment

Emergency Care, Post-Stabilization Care, Out-of-Area Urgent Care, and out-of-area dialysis care

If you receive Emergency Care, Post-Stabilization Care, Out-of-Area Urgent Care, and out-of-area dialysis care from a Non–Plan Provider (as described in the "Emergency, Post-Stabilization, and Urgent Care from Non–Plan Providers" section about Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care and the "Benefits and Cost Sharing" section about out-of-area dialysis care), ask the Non–Plan Provider to submit a claim to us within 60 days or as soon as possible, but no later than 15 months after receiving care (or up to 27 months according to Medicare rules, in some cases). If

the provider refuses to bill us, send us the unpaid bill with a claim form (see "How to file a claim" in this "Requests for Payment" section for instructions on submitting claim forms). Also, if you receive Services from a Plan Provider that are prescribed by a Non–Plan Provider in conjunction with covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care, you may be required pay for the Services and file a claim.

We will notify you of our decision within 30 days after we receive the request for payment. However, if we need more information, we can take up to 30 more days.

Decisions in your favor. If our decision is fully in your favor, we must pay within 30 days after we receive your request for payment. However, if we need more information, we must pay within 60 days after we receive your request for payment.

Denied requests. If we do not approve your request for payment, we will tell you the reasons and how you can appeal our decision. If you have not received an answer from us within 60 days after we receive your request for payment, you may assume our decision is negative and you may appeal our decision as described in the "Dispute Resolution" section.

How to file a claim

To file a claim, this is what you need to do:

- As soon as possible, request our claim form by calling our Member Service Call Center toll free at 1-800-443-0815 or 1-800-390-3510 (TTY users call 1-800-777-1370). Also, one of our representatives will be happy to assist you if you need help completing our claim form
- If you have paid for Services, you must send us our completed claim form for reimbursement. Please attach any bills and receipts from the Non–Plan Provider
- You must complete and return to us any information that we request to process your claim, such as claim forms, consents for the release of medical records, assignments, and claims for any other benefits to which you may be entitled. For example, we may require documents such as travel documents or original travel tickets to validate your claim
- The completed claim form must be mailed to the following address as soon as possible, but no later than 15 months after receiving care (or up to 27 months according to Medicare rules, in some cases). Please do not send any bills or claims to Medicare. Any additional information we request should also be mailed to this address:

  Kaiser Foundation Health Plan, Inc.
  Claims Department
  P.O. Box 24010
  Oakland, CA 94623-1010

Medicare Part D drugs

To request payment after you get a Medicare Part D drug from a Non–Plan Provider (as described under "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section), you must file a claim as described under "How to file a claim" in this "Request for Payment" section.

If you pay for a Medicare Part D drug at a Plan Pharmacy and you believe the amount you were required to pay was incorrect, you may request a Coverage Determination by contacting your local Member Services Department at a Plan Facility or by calling our Member Service Call Center.

In both cases, we will make a decision within 72 hours after we receive your request for payment. If we haven't made a decision within 72 hours, we will forward your request to the CMS contractor for a decision about your request. The CMS contractor will make its decision within 72 hours after it receives your request from us.

Decisions in your favor. If we approve your request, we will pay your claim within 30 days after we receive it.

Denied requests. If we totally or partially deny your request, we will notify you in writing of the reasons for denial and of your right to appeal our decision.

Other Services

To request payment for any other Services that you believe should be covered, other than the Services described above, you or your Non–Plan Provider must submit a written request to your local Member Services Department at a Plan Facility. Please attach any bills and receipts if you have paid any bills.

We will notify you of our decision within 30 days after we receive your request. However, if we need more information, we can take up to 30 more days.

Decisions in your favor. If our decision is fully in your favor, we must pay within 30 days after we receive your request for payment. However, if we need more information, we must pay within 60 days after we receive your request for payment.

Denied requests. If we do not approve your request for payment, we will tell you the reasons and how you can

appeal our decision. If you have not received an answer from us within 60 days of your request for payment, you may assume our decision is negative and you may appeal our decision as described in the "Dispute Resolution" section.

Note: Medicare prohibits us from paying for Services provided by Non–Plan Providers that have been sanctioned or debarred by Medicare, or that have opted out of Medicare.

Requests for Services

Standard decision

You may request that we cover Services you have not received by writing to your local Member Services Department at a Plan Facility, and if your request is related to a Medicare Part D drug, you may also make a request by calling our Member Service Call Center. The following are examples of situations when you might want to ask us to cover Services you have not received:

- Your Plan Provider determines the Services you want are not Medically Necessary and you disagree with his or her determination (including reducing or stopping Services)
- You believe that a Medicare Part D drug should be covered in greater quantities or for a lower out-of-pocket cost to you
- You disagree with our determination that a drug you want is not covered by Medicare Part D
- You want us to cover the Services of a Non–Plan Provider

We will respond to your request for Services within 14 days (or 72 hours for requests related to a Medicare Part D drug). Except for requests related to a Medicare Part D drug, we may take up to an additional 14 days to make our decision if it is in your best interest, or if you request us to do so. For example, our decision may take longer if we have to wait for medical information from a Non–Plan Provider. If we extend the time frame, we will send you written notice. If you disagree with our decision to extend the time frame, you may file a grievance as described under "Grievances" in the "Dispute Resolution" section.

Decisions in your favor. If our decision is fully in your favor, we must authorize or provide the Services you have requested as quickly as your health requires, but no later than 14 days (or 72 hours for requests related to a Medicare Part D drug) after we receive your request for Services. However, if the 14 day time frame is extended, we will approve or provide the Services when we make our decision.

Denied requests. If we deny your request, we will send you a notice that explains the reason for the denial and provides information about your appeal rights as described in the "Dispute Resolution" section.

Expedited decision

You may ask that we make an expedited decision about your request for Services you have not received. Expedited requests may be made orally or in writing. We will make an expedited decision within 72 hours (or 24 hours for requests related to a Medicare Part D drug) if we find, or if your physician states, that your health or ability to regain maximum function could be seriously harmed by waiting for a standard decision. Except for requests related to a Medicare Part D drug, we may take up to an additional 14 days to make a decision if it is in your best interest, or if you request us to do so. For example, our decision may take longer if we have to wait for medical information from a Non–Plan Provider. If we extend the time frame, we will send you written notice. If you disagree with our decision to extend the time frame, you may file a grievance as described in the "Dispute Resolution" section.

You or your physician may request an expedited decision by:

- Calling our Expedited Review Unit for issues unrelated to Medicare Part D toll free at 1-888-987-7247 (TTY users call 1-800-777-1370), which is available Monday through Saturday from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next business day
- Calling our Expedited Part D Unit for issues related to Medicare Part D toll free at 1-866-206-2973 (TTY users call 1-800-777-1370), which is available seven days a week from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next day
- Sending your written request to:
  Kaiser Foundation Health Plan, Inc.
  Expedited Review Unit
  P.O. Box 23170
  Oakland, CA 94623-0170
  Attention: Medicare Expedited Review
- Faxing your request to our Expedited Review Unit toll free at 1-888-987-2252 for issues unrelated to Medicare Part D. For Medicare Part D issues, the toll free fax number is 1-866-206-2974

- Delivering your request in person to your local Member Services Department at a Plan Facility

Specifically state that you want an "expedited decision" or you believe your health could be seriously harmed by waiting for a standard decision.

Decisions in your favor. If our decision is fully in your favor, we must authorize or provide the Services you have requested within 72 hours (or 24 hours for requests related to a Medicare Part D drug) after we receive your request for an expedited decision. We will authorize or provide the Services sooner than 72 hours if your health would be affected by waiting 72 hours. If the 72 hour time frame is extended, we will approve or provide the Services when we make our decision.

Denied requests. If we deny your request for an expedited decision, we will give you prompt oral notice and provide written notice within 72 hours. The notice will include information about your grievance rights as described in the "Dispute Resolution" section. Also, we will automatically transfer your request for a standard decision review.

Dispute Resolution

We are committed to providing you with quality care and with a timely response to your concerns. You can discuss your concerns with our Member Services representatives at most Plan Facilities, or you can call our Member Service Call Center. The following procedures for resolving disputes are discussed in detail below:

- **Standard Medicare appeal procedure.** To appeal denied claims for payment or denied requests for Services when an expedited Medicare appeal is not required
- **Expedited Medicare appeal procedure.** To appeal discontinuation of Services, or denied requests for Services when your health or ability to function could be seriously harmed by waiting for a standard Medicare appeal
- **Immediate Quality Improvement Organization (QIO) review.** To appeal termination of Services related to a hospital stay, Skilled Nursing Facility care, home health care, or Comprehensive Outpatient Rehabilitation Facility (CORF) care when we have determined that the Services are no longer Medically Necessary
- **Quality Improvement Organization complaint procedure.** To report concerns about the quality of care you receive
- **Grievances.** To report any quality of care concerns, to seek resolution of an issue that is not subject to the Standard or Expedited Medicare appeal procedure, to appeal our request for an extension, and to appeal our decision not to expedite your request
- **Binding arbitration.** To resolve claims arising from your membership except as otherwise indicated under "Binding Arbitration" in this "Dispute Resolution" section

Special note about hospice care

For Members entitled to Medicare Part A, Medicare covers hospice care directly and it is not covered under this *EOC*. Therefore, any disputes related to the coverage of hospice care for Members entitled to Medicare Part A must be resolved directly with Medicare and not through any dispute resolution procedure discussed in this section. Medicare's dispute resolution procedures are described in the Medicare handbook *Medicare & You*, which is available from your local Social Security office, or by calling toll free 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048) 24 hours a day, seven days a week. For Members without Part A, we cover hospice care; therefore, any disputes related to hospice care are resolved through the procedure described under "Grievances" in this "Dispute Resolution" section.

Standard Medicare Appeal Procedure

We will use this appeal procedure if you appeal a denied request for payment or Services, unless the Expedited Medicare Appeal Procedure applies.

If we deny one of the following types of requests, we will tell you the specific reasons for the denial in a written denial notice:

- Requests for payment
- Request for Services, including the following requests for:
  - a Medicare Part D at a reduced cost to you or in greater quantities
  - coverage of a drug under Medicare Part D because you disagree with our determination that a drug is not covered by Medicare Part D

If you disagree with our decision, you have the right to appeal it within 60 days from the date of our denial notice (unless you show good cause for a delay past 60 days). You must file your appeal in writing with us at the address shown on your denial notice. You have the right to give us new information to support your appeal in person or in writing.

For denied requests for payment, we will make a decision about your appeal within 60 days (or 7 days for requests for payment for a Medicare Part D drug) after we receive your appeal. For denied requests for Services that you believe are covered under this *EOC*, we will make a decision about your appeal within 30 days (or 7 days if your appeal is related to a Medicare Part D drug) after we receive your appeal. If it is in your best interest, or if you request, we may extend the time frame to make our decision for an additional 14 days beyond the 30 day period except that we may not extend the time frame for appeals related to a Medicare Part D drug. If we extend the time frame, we will send you written notice. If you disagree with our decision to extend the time frame, you may file a grievance as described under "Grievances" in this "Dispute Resolution" section.

Decisions in your favor

If our decision is fully in your favor for your request for payment, we will pay for the Services no later than 60 days (or 30 days for payment for a Medicare Part D drug) after we receive your appeal.

If our decision is fully in your favor for your request for Services, we will authorize or provide the Services as quickly as your health condition requires, but no later than 30 days (or 7 days for requests related to a Medicare Part D drug) after we receive your appeal. However, if the 30-day time frame is extended, we will authorize or provide the Services when we make our decision.

Denied appeals other than Part D drugs

If our decision is not fully in your favor, we will send your appeal to the CMS contractor for a decision within 60 days after we receive your appeal requesting payment and 30 days after we receive your appeal requesting Services (or 44 days as applicable). The CMS contractor will then make its decision about your appeal within 60 days for claims for payment and 30 days for requests for Services.

Denied appeals for Medicare Part D drugs

If we deny your appeal related to a Medicare Part D drug, we will not automatically send your appeal to the CMS contractor. If you want the CMS contractor to make a decision about your denied appeal, you must send your written request to the CMS contractor within 60 days after we notified you that we denied your appeal, which will include the contractor's address. The CMS contractor will make its decision within 7 days after it receives your request.

CMS contractor decisions

The CMS contractor will advise you of its decision and the reason for its decision. If the CMS contractor's decision is in your favor for your request for payment, we will pay for the Services within 30 days after we receive its decision. If the CMS contractor's decision is in your favor for your request for Services, we will do one of the following:

- Authorize the Services as quickly as your health condition requires, but no later than 72 hours after we receive notice of the CMS contractor's decision
- Provide those Services as quickly as your health condition requires, but no later than 14 days (or 72 hours for requests related to a Medicare Part D drug) after we receive notice of the CMS contractor's decision

If the CMS contractor's decision is not fully in your favor, you may request a hearing before an administrative law judge as described under "If You Disagree with the CMS Contractor's Decision" in this "Dispute Resolution" section.

Expedited Medicare Appeal Procedure

You may ask that we expedite your appeal and make a decision within 72 hours instead of the standard Medicare appeal procedure decision time frame. This expedited appeal procedure applies to denied requests for Services that you believe we should provide, arrange, or continue when your health or ability to regain maximum function could be seriously harmed by waiting for the standard decision. This appeal procedure does not apply to denied claims for payment.

You must submit your appeal within 60 days of the date on our denial notice. You or your physician may request an expedited Medicare appeal by:

- Calling our Expedited Review Unit for issues unrelated to Medicare Part D toll free at 1-888-987-7247 (TTY users call 1-800-777-1370), which is available Monday through Saturday from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next business day
- Calling our Expedited Part D Unit for issues related to Medicare Part D toll free at 1-866-206-2973 (TTY users call 1-800-777-1370), which is available seven days a week from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next day
- Sending your written request to:

Kaiser Foundation Health Plan, Inc.
Expedited Review Unit
P.O. Box 23170
Oakland, CA 94623-0170
Attention: Medicare Expedited Review

- Faxing your request to our Expedited Review Unit toll free at 1-888-987-2252 for issues unrelated to Medicare Part D. For Medicare Part D issues, the toll free fax number is 1-866-206-2974
- Delivering your request in person to your local Member Services Department at a Plan Facility

Specifically state that you want an "expedited decision" about your appeal or you believe your health could be seriously harmed by waiting for a standard Medicare appeal decision.

We will make an expedited decision within 72 hours after we receive your appeal, if we find, or if your physician states, that your health or ability to regain maximum function would be seriously harmed by waiting for the standard Medicare appeal procedure decision. If it is in your best interest, we may extend the time frame to make our decision for an additional 14 days beyond the 72-hour period, except that we may not extend the time frame for requests related to a Medicare Part D drug. For example, you may need time to provide us with additional information, we may need to have additional diagnostic tests completed, or we may have to wait for medical information from a Non–Plan Provider. If you disagree with our decision to extend the time frame, you may file an expedited grievance as described under "Grievances" in this "Dispute Resolution" section.

If we deny your request for an expedited Medicare appeal because we do not find that your health or ability to regain maximum function would be seriously harmed by waiting for the standard Medicare appeal procedure decision, we will automatically review your appeal under the standard Medicare appeal procedure. You do not need to submit a separate appeal. If you disagree with our decision not to expedite your appeal, you may file a grievance as described in the "Grievances" section.

Decisions in your favor

If our expedited decision is fully in your favor for the Services you requested, we will notify you either orally or in writing, and we will authorize or provide those Services to you as quickly as your health condition requires, but no later than 72 hours after we receive your appeal. However, for appeals unrelated to Medicare Part D, if the 72 hour time frame is extended, we will authorize or provide the Services when we make our decision.

Denied appeals other than Part D drugs

If our expedited decision is not fully in your favor, we will send your appeal to the CMS contractor for a decision within 24 hours of our decision unless your request is related to a Medicare Part D drug. The CMS contractor will then make its decision about your appeal within 72 hours after the contractor receives your appeal from us, and will notify you of its decision. The CMS contractor may extend the time frame to make its decision for an additional 14 days beyond the 72 hours if it needs additional information and the extension is in your best interest.

Denied appeals for Medicare Part D drugs

If we deny your appeal related to a Medicare Part D drug, we will not automatically send your appeal to the CMS contractor. If you want the CMS contractor to make a decision about your denied appeal, you must send your written request to the CMS contractor within 60 days after the date of our denial notice, which will include the contractor's address. The CMS contractor will make its decision within 72 hours after it receives your request.

CMS contractor decisions

The CMS contractor will advise you of its decision and the reason for its decision. If the CMS contractor's decision is in your favor for the Services you requested, we will authorize or provide those Services as quickly as your health condition requires, but no later than 72 hours (or 24 hours if the request is for a Medicare Part D drug) after we receive notice of the CMS contractor's decision.

If the CMS contractor's decision is not fully in your favor, you may request a hearing before an administrative law judge as described under "If You Disagree with the CMS Contractor's Decision" in this "Dispute Resolution" section.

Supporting Documents

You are not required to send additional information to support your appeal. We are responsible for gathering all necessary information, but it may be helpful to you to include additional information to clarify or support your position. For example, you may want to include supporting information with your appeal, such as medical records or physician opinions. We will obtain medical records from Plan Providers on your behalf. If you have received Services from a Non–Plan Provider, you may need to contact the Non–Plan Provider to obtain your medical records. You may need to send or fax a written request. Ask the Non–Plan Provider to send or fax the records directly to us, if possible. We will

provide an opportunity for you to provide additional information in person or in writing.

You may submit any new evidence to support your appeal of denied requests for Services by mail, fax, or phone (or in person) at the numbers or addresses listed above for expedited Medicare appeal and standard Medicare appeal.

If you decide to appeal and want help, you may have a doctor, friend, lawyer, or someone else help you. There are several groups that can help you at the following numbers:

- Health Insurance Counseling and Advocacy Program toll free at 1-800-434-0222 (TTY users call 711)
- Medicare Rights Center toll free at 1-888-HMO-9050 (TTY users call 711)
- State Ombudsman (for skilled nursing facility issues) toll free at 1-800-231-4024 (TTY users call 711)
- Area Agency on Aging toll free at 1-800-510-2020 (TTY users call 711) or call Eldercare Locator toll free at 1-800-677-1116 (TTY users call 711)

For information about who may file an appeal, please refer to "Who May File" below.

If You Disagree with the CMS Contractor's Decision

Within 60 days of the date of the denial notice from the CMS contractor, you may request that your appeal be reviewed by an administrative law judge by writing to the address listed in the CMS contractor's denial notice. The administrative law judge may extend the 60 day requirement for good cause. A hearing can be held if the administrative law judge determines that the amount in controversy is $120 or more. An adverse decision by the administrative law judge may be reviewed by the Medicare Appeals Council of the Department of Health and Human Services, either by its own action or as the result of a request from you or us. If the amount involved is $1,180 or more, you or we may request that a federal district court review the Medicare Appeals Council's decision. The party requesting judicial review must notify the other parties involved. An initial, revised, or appeal determination made by us, the CMS contractor, an administrative law judge, or the Medicare Appeals Council may be reopened within 12 months for any case, within four years for just cause, or at any time for fraud cases or clerical correction.

If the administrative law judge or Medicare Appeals Council decides in your favor, one of the following will apply:

- If your appeal is unrelated to Medicare Part D, we must pay, provide, or authorize the Services within 60 days after we receive notice reversing our decision
- If your appeal is to request payment of a Medicare Part D drug that you have already received, we must pay within 30 days after we receive notice reversing our decision
- If your appeal is to request Services related to a Medicare Part D drug, we must authorize or provide you with the Medicare Part D drug within 72 hours (or 24 hours if your request was an expedited appeal) after we receive notice reversing our decision

Immediate Quality Improvement Organization (QIO) Review

A QIO is a group of doctors paid by the federal government to review the medical necessity, appropriateness, and quality of care furnished to Medicare beneficiaries. You may request an immediate Quality Improvement Organization (QIO) review if either of the following are true:

- You believe you are being asked to leave the hospital too soon and we deny coverage of your continued stay in the hospital because hospitalization is no longer Medically Necessary. The deadline for requesting a QIO review is noon the day after we inform you that you are being discharged
- You disagree with our decision to terminate coverage of your Skilled Nursing Facility care, home health care, or Comprehensive Outpatient Rehabilitation Facility (CORF) care because the Services are no longer Medically Necessary. The deadline for requesting a QIO review is noon the day before coverage of Services is to terminate

If you miss the deadline for requesting QIO review or you disagree with the QIO's decision, you may request an expedited appeal of our decision to terminate Services as described under "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section. However, if any appeal decision is not in your favor, you will be financially responsible for the cost of Services you receive after coverage for the Services is terminated.

Hospital discharges

When you are admitted to the hospital, you have the right to get all the hospital care covered by our Plan that is necessary to diagnose and treat your illness or injury.

The day you leave the hospital (your discharge date) is based on when your stay in the hospital is no longer Medically Necessary.

Within two days of admission as an inpatient, someone at the hospital must give you a notice called the "Important Message from Medicare." This notice explains your rights including your right to appeal a discharge decision and have your hospital services paid for by us during the appeal (except for any applicable Cost Sharing). If the hospital gives you the "Important Message from Medicare" more than 2 days before your discharge day, it must give you a copy of your signed "Important Message from Medicare" before you are scheduled to be discharged.

Requesting QIO review. If you believe that your scheduled discharge date is too soon, you may request an immediate QIO review by phone or in writing. That information and further instructions are included in the Important Message. If you request a QIO review by noon of the first business day after you receive the Important Message, you will not be financially responsible for the cost of your hospitalization until the QIO makes a decision. The QIO will respond to your request by phone or in writing. During this process, you will get a notice giving our reasons why we believe that your discharge date is medically appropriate The QIO will ask you for your views about your case before making a decision.

If the QIO agrees with you, then we will continue to cover the hospital stay for as long as Medically Necessary.

If the QIO decides that our decision to terminate coverage for continued hospitalization was medically appropriate, you will be responsible for paying for the hospital stay after the date the QIO made the decision. If you do not agree with the QIO decision, or if you miss the timeframe to request a QIO review, you may request an expedited appeal as described under "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section.

Skilled Nursing Facility, home health, or CORF care

If you are receiving Skilled Nursing Facility care, home health care, or comprehensive outpatient rehabilitation facility (CORF) care and we decide to terminate our coverage of that care, you will get a written notice either from us or your provider at least 2 days before the termination date of coverage. The notice will state the termination date when coverage of the Services will end and inform you that you may be financially responsible for the cost of Services you receive after the termination date. The notice will also describe the procedures available to you to request a QIO review if you disagree with our decision to end Services because you believe the Services are still Medically Necessary.

Requesting QIO review. When you receive the notice, if you believe that Skilled Nursing Facility care, home health care, or CORF care should not be terminated, you may request an immediate QIO review by phone or in writing. You must request a QIO review no later than noon of the day before the termination date when coverage for the Services is to end. The QIO will make a decision about your request within one day after it receives the information it needs to make a decision. The QIO will ask you for your views about your case before making a decision. If you do not agree with the QIO decision, you may appeal by requesting an Expedited Medicare Appeal as described in this "Dispute Resolution" section.

If the QIO decides that our decision to terminate coverage was medically appropriate, you will be responsible for paying for the Services after the termination date provided on the notice you got from us or your provider (Note: Original Medicare will not pay for these Services).

If the QIO agrees with you, then we will continue to cover the Services for as long as Medically Necessary.

Quality Improvement Organization Complaint Procedure

Quality Improvement Organizations are groups of doctors and health professionals who monitor the quality of care provided to Medicare beneficiaries. The Quality Improvement Organization review process is designed to help stop any improper practices.

You may file a complaint with the local Quality Improvement Organization if you are concerned about the quality of care you have received. If you are concerned about quality related to a Medicare Part D drug (for example, if you believe your Plan pharmacist provided you an incorrect dose of a drug) you may file a complaint with the Quality Improvement Organization, in addition to, or instead of, filing a grievance with us.

To file a complaint with the local Quality Improvement Organization, you should write to Lumetra, One Sansome St., Suite 600, San Francisco, CA 94104-4448 (fax number 1-415-677-2185), or call toll free 1-800-841-1602 (TTY users call 1-800-881-5980).

Grievances

You can file a grievance for any issue that is not subject to a Medicare appeal procedure described above. Your grievance must explain your issue, such as why you believe a decision was wrong or why you are dissatisfied with the Services you received. You may submit a grievance orally or in writing as follows within 60 days after the event or incident:

- To a Member Services representative at your local Member Services Department at a Plan Facility (please refer to *Your Guidebook* for locations), or by calling our Member Service Call Center
- Through our Web site at kaiserpermanente.org

We will send you a confirmation letter within five days after we receive your grievance. We will send you our written decision within 30 days after we receive your grievance. We may extend our decision for up to 14 days if it is in your best interest, or if you request an extension. If we deny your grievance in whole or in part, our written decision will explain why we denied it and additional dispute resolution options. Note: The references to written communication in this paragraph do not apply if you submit your grievance orally and do not request a written response. Instead, we will notify you of our decision orally.

Expedited grievance

You may make an oral or written request that we expedite your grievance if we:

- Deny your request to expedite a decision related to a Service that you have not yet received, as described under "Expedited decision" in the "Requests for Payment or Services" section
- Deny your request to expedite your Medicare appeal described under "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section
- Decide to extend the time we need to make a standard or expedited decision described under "Standard decision" or "Expedited decision" in the "Requests for Payment or Services" section or under "Standard Medicare Appeal Procedure" or "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section

If you request an expedited grievance, we will respond to your request within 24 hours.

Who May File

The following persons may file a grievance or appeal:

- You may file for yourself
- You may appoint someone as your authorized representative by completing our authorization form. Authorization forms are available from your local Member Services Department at a Plan Facility or by calling our Member Service Call Center. Your completed authorization form must accompany the request
- You may file for your dependent children, except that they must appoint you as their authorized representative if they have the legal right to control release of information that is relevant to the request
- You may file for your ward if you are a court-appointed guardian
- You may file for your conservatee if you are a court-appointed conservator
- You may file for your principal if you are an agent under a health care proxy, to the extent provided under state law
- Your physician may request an expedited appeal as described under "Expedited Medicare Appeal Procedure" in this "Dispute Resolution" section
- A Non–Plan Provider may file a standard appeal of a denied claim if he or she completes a waiver of liability statement that says he or she will not bill you regardless of the outcome of the appeal

Binding Arbitration

For all claims subject to this "Binding Arbitration" section, both Claimants and Respondents give up the right to a jury or court trial and accept the use of binding arbitration. Insofar as this "Binding Arbitration" section applies to claims asserted by Kaiser Permanente Parties, it shall apply retroactively to all unresolved claims that accrued before the effective date of this *EOC*. Such retroactive application shall be binding only on the Kaiser Permanente Parties.

Scope of Arbitration

Any dispute shall be submitted to binding arbitration if all of the following requirements are met:

- The claim arises from or is related to an alleged violation of any duty incident to or arising out of or relating to this *EOC* or a Member Party's relationship to Kaiser Foundation Health Plan, Inc. (Health Plan), including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, Services, irrespective of the legal theories upon which the claim is asserted

- The claim is asserted by one or more Member Parties against one or more Kaiser Permanente Parties or by one or more Kaiser Permanente Parties against one or more Member Parties
- The claim is *not* within the jurisdiction of the small claims court
- If your Group must comply with the Employee Retirement Income Security Act (ERISA) requirements, the claim is *not* a benefit-related request that constitutes a "benefit claim" in Section 502(a)(1)(B) of ERISA. Note: Benefit claims under this section of ERISA are excluded from this binding arbitration requirement only until such time as the United States Department of Labor regulation prohibiting mandatory binding arbitration of this category of claim (29 CFR 2560.503-1(c)(4)) is modified, amended, repealed, superseded, or otherwise found to be invalid. If this occurs, these claims will automatically become subject to mandatory binding arbitration without further notice
- The claim is *not* subject to a Medicare appeal procedure

As referred to in this "Binding Arbitration" section, "Member Parties" include:

- A Member
- A Member's heir, relative, or personal representative
- Any person claiming that a duty to him or her arises from a Member's relationship to one or more Kaiser Permanente Parties

"Kaiser Permanente Parties" include:

- Kaiser Foundation Health Plan, Inc. (Health Plan)
- Kaiser Foundation Hospitals (KFH)
- KP Cal, LLC (KP Cal)
- The Permanente Medical Group, Inc. (TPMG)
- Southern California Permanente Medical Group (SCPMG)
- The Permanente Federation, LLC
- The Permanente Company, LLC
- Any KFH, TPMG, or SCPMG physician
- Any individual or organization whose contract with any of the organizations identified above requires arbitration of claims brought by one or more Member Parties
- Any employee or agent of any of the foregoing

"Claimant" refers to a Member Party or a Kaiser Permanente Party who asserts a claim as described above. "Respondent" refers to a Member Party or a Kaiser Permanente Party against whom a claim is asserted.

Initiating Arbitration

Claimants shall initiate arbitration by serving a Demand for Arbitration. The Demand for Arbitration shall include the basis of the claim against the Respondents; the amount of damages the Claimants seek in the arbitration; the names, addresses, and telephone numbers of the Claimants and their attorney, if any; and the names of all Respondents. Claimants shall include all claims against Respondents that are based on the same incident, transaction, or related circumstances in the Demand for Arbitration.

Serving Demand for Arbitration

Health Plan, KFH, KP Cal, TPMG, SCPMG, The Permanente Federation, LLC, and The Permanente Company, LLC, shall be served with a Demand for Arbitration by mailing the Demand for Arbitration addressed to that Respondent in care of:

Kaiser Foundation Health Plan, Inc.
Legal Department
1950 Franklin St., 17th Floor
Oakland, CA 94612

Service on that Respondent shall be deemed completed when received. All other Respondents, including individuals, must be served as required by the California Code of Civil Procedure for a civil action.

Filing Fee

The Claimants shall pay a single, nonrefundable filing fee of $150 per arbitration payable to "Arbitration Account" regardless of the number of claims asserted in the Demand for Arbitration or the number of Claimants or Respondents named in the Demand for Arbitration.

Any Claimant who claims extreme hardship may request that the Office of the Independent Administrator waive the filing fee and the neutral arbitrator's fees and expenses. A Claimant who seeks such waivers shall complete the Fee Waiver Form and submit it to the Office of the Independent Administrator and simultaneously serve it upon the Respondents. The Fee Waiver Form sets forth the criteria for waiving fees and is available by calling our Member Service Call Center.

Number of Arbitrators

The number of Arbitrators may affect the Claimant's responsibility for paying the neutral arbitrator's fees and expenses.

If the Demand for Arbitration seeks total damages of $200,000 or less, the dispute shall be heard and determined by one neutral arbitrator, unless the parties otherwise agree in writing that the arbitration shall be heard by two party arbitrators and one neutral arbitrator. The neutral arbitrator shall not have authority to award monetary damages that are greater than $200,000.

If the Demand for Arbitration seeks total damages of more than $200,000, the dispute shall be heard and determined by one neutral arbitrator and two party arbitrators, one jointly appointed by all Claimants and one jointly appointed by all Respondents. Parties who are entitled to select a party arbitrator may agree to waive this right. If all parties agree, these arbitrations will be heard by a single neutral arbitrator.

Payment of Arbitrators' Fees and Expenses

Health Plan will pay the fees and expenses of the neutral arbitrator under certain conditions as set forth in the *Rules for Kaiser Permanente Member Arbitrations Overseen by the Office of the Independent Administrator* ("Rules of Procedure"). In all other arbitrations, the fees and expenses of the neutral arbitrator shall be paid one-half by the Claimants and one-half by the Respondents.

If the parties select party arbitrators, Claimants shall be responsible for paying the fees and expenses of their party arbitrator and Respondents shall be responsible for paying the fees and expenses of their party arbitrator.

Costs

Except for the aforementioned fees and expenses of the neutral arbitrator, and except as otherwise mandated by laws that apply to arbitrations under this "Binding Arbitration" section, each party shall bear the party's own attorneys' fees, witness fees, and other expenses incurred in prosecuting or defending against a claim regardless of the nature of the claim or outcome of the arbitration.

Rules of Procedure

Arbitrations shall be conducted according to the Rules of Procedure developed by the Office of the Independent Administrator in consultation with Kaiser Permanente and the Arbitration Oversight Board. Copies of the Rules of Procedure may be obtained from our Member Service Call Center.

General Provisions

A claim shall be waived and forever barred if (1) on the date the Demand for Arbitration of the claim is served, the claim, if asserted in a civil action, would be barred as to the Respondents served by the applicable statute of limitations, (2) Claimants fail to pursue the arbitration claim in accord with the Rules of Procedure with reasonable diligence, or (3) the arbitration hearing is not commenced within five years after the earlier of (i) the date the Demand for Arbitration was served in accord with the procedures prescribed herein, or (ii) the date of filing of a civil action based upon the same incident, transaction, or related circumstances involved in the claim. A claim may be dismissed on other grounds by the neutral arbitrator based on a showing of a good cause. If a party fails to attend the arbitration hearing after being given due notice thereof, the neutral arbitrator may proceed to determine the controversy in the party's absence.

The California Medical Injury Compensation Reform Act of 1975 (including any amendments thereto), including sections establishing the right to introduce evidence of any insurance or disability benefit payment to the patient, the limitation on recovery for noneconomic losses, and the right to have an award for future damages conformed to periodic payments, shall apply to any claims for professional negligence or any other claims as permitted or required by law.

Arbitrations shall be governed by this "Binding Arbitration" section, Section 2 of the Federal Arbitration Act, and the California Code of Civil Procedure provisions relating to arbitration that are in effect at the time the statute is applied, together with the Rules of Procedure, to the extent not inconsistent with this section.

Termination of Membership

Your Group is required to inform the Subscriber of the date your membership terminates. Your membership termination date is the first day you are not covered (for example, if your termination date is January 1, 2008, your last minute of coverage was at 11:59 p.m. on December 31, 2007). When a Subscriber's membership ends, the memberships of any Dependents end at the same time. You will be billed as a non-Member for any Services you receive after your membership terminates. Health Plan and Plan Providers have no further liability or responsibility under this *EOC* after your membership terminates, except:

- As provided under "Payments after Termination" in this "Termination of Membership" section
- If you are receiving covered Services as an acute care hospital inpatient on the termination date, we will continue to cover those hospital Services (but not physician Services or any other Services) until you are discharged

Until your membership terminates, you remain a Senior Advantage Member and must continue to receive your medical care from us, except as described in the "Emergency, Urgent, and Routine Care" section about Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care and the "Benefits and Cost Sharing" section about out-of-area dialysis care.

Note: If you enroll in a Prescription Drug Plan, your Senior Advantage membership will terminate as described under "Disenrolling from Senior Advantage" in this "Termination of Membership" section.

Termination Due to Loss of Eligibility

If you meet the eligibility requirements described under "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section on the first day of a month, but later in that month you no longer meet those eligibility requirements, your membership will end at 11:59 p.m. on the last day of that month. For example, if you become ineligible on December 5, 2007, your termination date is January 1, 2008, and your last minute of coverage is at 11:59 p.m. on December 31, 2007.

Also, we will terminate your Senior Advantage membership on the last day of the month if you:

- Are temporarily absent from our Service Area for more than six months in a row
- Permanently move outside our Service Area
- No longer meet the requirement that you be entitled to Medicare Part B. Your Senior Advantage membership termination will be effective the first day of the month following the month when Medicare Part B ends
- Enroll in another Medicare-contracting plan (for example, a Medicare Advantage Plan or a Medicare Prescription Drug Plan), and CMS will automatically terminate your Senior Advantage membership when your enrollment in the other plan becomes effective

In addition, we will terminate your membership under this *EOC* when Medicare coverage becomes primary, for example, when you retire. If you continue to meet the eligibility requirements of our regular Senior Advantage plan (which does not require that Medicare be secondary coverage), you will be able to continue your Senior Advantage membership with different Premiums, benefits, and Copayments either through your Group (if available) or as discussed under "Conversion to an Individual Plan" below.

Note: If you lose eligibility for Senior Advantage due to these circumstances, you may be eligible to transfer your membership to another Kaiser Permanente plan offered by your Group. Please contact your Group's benefits administrator for information.

Termination of *Agreement*

If your Group's *Agreement* with us terminates for any reason, your membership ends on the same date. Your Group is required to notify Subscribers in writing if its *Agreement* with us terminates.

Disenrolling from Senior Advantage

You may terminate (disenroll from) your Senior Advantage membership at any time. However, before you request disenrollment, please check with your Group's benefits administrator to determine if you are able to continue your Group membership.

If you request disenrollment during your Group's open enrollment, your disenrollment effective date is determined by the date your written request is received by us and the date your Group coverage ends. The effective date will not be earlier than the first day of the month following after we receive your written request, and no later than three months after we receive your request.

If you request disenrollment at a time other than your Group's open enrollment, your disenrollment effective date will be the first day of the month following our receipt of your disenrollment request.

You may request disenrollment by calling toll free 1-800-MEDICARE (1-800-633-4227) (TTY users call 1-877-486-2048) or sending written notice to the following address:

Kaiser Permanente
California Service Center
P.O. Box 232400
San Diego, CA 92193-2400

Other Medicare-contracting plans. If you want to enroll in another Medicare Advantage Plan, a Medicare Private Fee-for-Service Plan, or a Medicare Prescription Drug Plan, you should first confirm with the other plan and your Group that you are able to enroll in their plan. Your new plan will tell you the date when your membership in that plan begins and your Senior Advantage membership will end on that same day (your disenrollment date).

CMS will let us know if you enroll in another Medicare-contracting plan, so you will not need to send us a disenrollment request.

Original Medicare. If you request disenrollment from Senior Advantage and you do not enroll in another Medicare-contracting plan, you will automatically be enrolled in Original Medicare when your Senior Advantage membership terminates (your disenrollment date). On your disenrollment date, you can start using your red, white, and blue Medicare card to get services under Original Medicare. You will not get anything in writing that tells you that you have Original Medicare after you disenroll. If you choose Original Medicare and you want to continue to get Medicare Part D prescription drug coverage, you will need to enroll in a Prescription Drug Plan in your area.

Termination of Contract with CMS

If our contract with CMS to offer Senior Advantage terminates, your membership will terminate on the same date. We will send you advance written notice and advise you of your health care options. Also, you may be eligible to transfer your membership to another Kaiser Permanente plan offered by your Group.

Termination for Cause

We may terminate your membership by sending you advance written notice if you commit one of the following acts:

- You are disruptive and your continued enrollment seriously impairs our ability to arrange or provide health care for you or for other Members. Any such termination requires CMS approval
- You commit theft from Health Plan, from a Plan Provider, or at a Plan Facility
- You intentionally misrepresent membership status, misuse (or let someone else use) a Member ID card, or commit fraud in connection with your obtaining membership

If we terminate your membership for cause, you will not be allowed to enroll in Health Plan in the future until you have completed a Member Orientation and have signed a statement promising future compliance. We may report fraud and other illegal acts to the authorities for prosecution.

Termination for Nonpayment of Premiums

If your Group fails to pay us the appropriate Premiums for your Family Unit, we may terminate the memberships of everyone in your Family Unit.

Termination of a Product or all Products

We may terminate a particular product or all products offered in a small or large group market as permitted or required by law. If we discontinue offering a particular product in a market, we will terminate just the particular product upon 90 days prior written notice to you. If we discontinue offering all products to groups in a small or large group market, as applicable, we may terminate your Group's *Agreement* upon 180 days prior written notice to you.

Certificates of Creditable Coverage

The Health Insurance Portability and Accountability Act (HIPAA) requires employers or health plans to issue "Certificates of Creditable Coverage" to terminated group members. The certificate documents health care membership and is used to prove prior creditable coverage when a terminated member seeks new coverage. When your membership terminates, or at any time upon request, we will mail the certificate to you (the Subscriber) unless your Group has an agreement with us to mail the certificates. If you have any questions, please contact your Group's benefits administrator.

Payments after Termination

If we terminate your membership for cause or for nonpayment, we will:

- Refund any amounts we owe your Group for Premiums paid after the termination date
- Pay you any amounts we have determined that we owe you for claims during your membership in accord with "Requests for Payment" in the "Requests for Payment or Services" section. We will deduct any amounts you owe Health Plan or Plan Providers from any payment we make to you

Review of Membership Termination

If you believe that we terminated your membership because of your ill health or your need for care, you may file a grievance as described in the "Dispute Resolution" section.

Continuation of Membership

If your membership under this *EOC* ends, you may be eligible to maintain Health Plan membership without a break in coverage under this *EOC* (group coverage) or you may be eligible to convert to an individual (nongroup) plan.

Continuation of Group Coverage

COBRA

You may be able to continue your coverage under this *EOC* for a limited time after you would otherwise lose eligibility, if required by the federal COBRA law. COBRA applies to most employees (and most of their covered family Dependents) of most employers with 20 or more employees.

You must submit a COBRA election form to your Group within the COBRA election period. Please ask your Group's benefits administrator for details about COBRA coverage, such as how to elect coverage, how much you must pay your Group, and where to send your COBRA Premiums.

As described in "Conversion from Group Membership to an Individual Plan" in this "Continuation of Membership" section, you may be able to convert to an individual (nongroup) plan if you don't apply for COBRA coverage, or if you enroll in COBRA and your COBRA coverage ends.

Coverage for a disabling condition

If you became totally disabled after December 31, 1977, while you were a Member under your Group's *Agreement* with us and while the Subscriber was employed by your Group, and your Group's *Agreement* with us terminates, coverage for your disabling condition will continue until any one of the following events occurs:

- 12 months have elapsed
- You are no longer disabled
- Your Group's *Agreement* with us is replaced by another group health plan without limitation as to the disabling condition

Your coverage will be subject to the terms of this *EOC* including Cost Sharing.

For Subscribers and adult Dependents, "totally disabled" means that, in the judgment of a Medical Group physician, an illness or injury is expected to result in death or has lasted or is expected to last for a continuous period of at least 12 months, and makes the person unable to engage in any employment or occupation, even with training, education, and experience.

For Dependent children, "totally disabled" means that, in the judgment of a Medical Group physician, an illness or injury is expected to result in death or has lasted or is expected to last for a continuous period of at least 12 months and the illness or injury makes the child unable to substantially engage in any of the normal activities of children in good health of like age.

To request continuation of coverage for your disabling condition, you must call our Member Service Call Center, within 30 days of the date your Group's *Agreement* with us terminates.

Conversion from Group Membership to an Individual Plan

After your Group notifies us to terminate your membership, we will send a termination letter to the Subscriber's address of record. The letter will include information about options that may be available to you to remain a Health Plan member through one of our Individual–Conversion Plan coverage begins when your Group coverage ends. The premiums and coverage under our Individual–Conversion Plans are different from those under this *EOC.*

How to convert

If you no longer qualify as a Member described under "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section, we will automatically convert your Group membership to our *Senior Advantage Individual Plan Agreement* if you still meet the eligibility requirements for Senior Advantage and have not disenrolled. The premiums and coverage under our individual plan will differ from those under this *EOC* and will include Medicare Part D prescription drug coverage. You may not be eligible to convert if your Group's *Agreement* with us terminates.

If you are no longer eligible for Senior Advantage and Group coverage, you may be eligible to convert to our non-Medicare individual plan, called "Kaiser Permanente Individual–Conversion Plan." You may be eligible to enroll in our Individual–Conversion Plan if we receive your enrollment application within 63 days of the date of our termination letter or of your membership termination date (whichever date is later). You are not eligible to convert if your membership ends because we terminated your membership under "Termination for Cause" in the "Termination of Membership" section. Also, you may

not be eligible to convert your membership if your Group's *Agreement* with us terminates.

For information about converting your membership or about other individual plans, call our Member Service Call Center.

Miscellaneous Provisions

Administration of this *Agreement*

We may adopt reasonable policies, procedures, and interpretations to promote orderly and efficient administration of your Group's *Agreement*, including this *EOC*.

Advance directives

The California Health Care Decision Law offers several ways for you to control the kind of health care you will receive if you become very ill or unconscious, including the following:

- A *Power of Attorney for Health Care* lets you name someone to make health care decisions for you when you cannot speak for yourself. It also lets you write down your own views on life support and other treatments
- *Individual health care instructions* let you express your wishes about receiving life support and other treatment. You can express these wishes to your doctor and have them documented in your medical chart, or you can put them in writing and have that included in your medical chart

To learn more about advance directives, including how to obtain forms and instructions, contact your local Member Services Department at a Plan Facility. You can also refer to *Your Guidebook* for more information about advance directives.

Agreement binding on Members

By electing coverage or accepting benefits under this *EOC*, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all provisions of this *EOC*.

Amendment of *Agreement*

Your Group's *Agreement* with us will change periodically. If these changes affect this *EOC*, your Group is required to inform you in accord with applicable law and your Group's *Agreement*.

Applications and statements

You must complete any applications, forms, or statements that we request in our normal course of business or as specified in this *EOC*.

Assignment

You may not assign this *EOC* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without our prior written consent.

Attorneys' fees and expenses

In any dispute between a Member and Health Plan, the Medical Group, or Kaiser Foundation Hospitals, each party will bear its own attorneys' fees and other expenses.

Governing law

Except as preempted by federal law, this *EOC* will be governed in accord with California law and any provision that is required to be in this *EOC* by state or federal law shall bind Members and Health Plan whether or not set forth in this *EOC*.

Group and Members not our agents

Neither your Group nor any Member is the agent or representative of Health Plan.

Health Insurance Counseling and Advocacy Program (HICAP)

HICAP is a state program in California that gets money from the federal government to give free local health insurance counseling to people with Medicare. HICAP can explain your Medicare rights and protections, help you make complaints about care or treatment, and help straighten out problems with Medicare bills. HICAP has information about Medicare Advantage Plans, Medicare Prescription Drug Plans, Medicare Cost Plans, and about Medigap (Medicare Supplement Insurance) Policies. This includes information about whether to drop your Medigap Policy while enrolled in a Medicare Advantage Plan. This also includes special Medigap rights for people who have tried a Medicare Advantage Plan for the first time. Call HICAP toll free at 1-800-434-0222 (TTY users call 711) for a referral to your local HICAP office. HICAP is a free service provided by the state of California.

Medicaid agency (Medi-Cal)

Medicaid is a joint federal and state program that helps with medical costs for some people with low incomes and limited resources. Some people with Medicare are also eligible for Medicaid. Most health care costs are covered if you qualify for both Medicare and Medicaid. Medicaid also has programs that can help pay for your Medicare premiums and other costs, if you qualify. To

find out more about Medi-Cal programs, call or visit your county Social Services agency. Please be aware that if you get SSI/SSP payments, the Social Security Administration automatically sets up Medi-Cal for you. No separate application for Medi-Cal is needed.

Named fiduciary

Under your Group's *Agreement*, we have assumed the role of a "named fiduciary," a party responsible for determining whether you are entitled to benefits under this *EOC*. Also, as a named fiduciary, we have the discretionary authority to review and evaluate claims that arise under this *EOC*. We conduct this evaluation independently by interpreting the provisions of this *EOC*.

No waiver

Our failure to enforce any provision of this *EOC* will not constitute a waiver of that or any other provision, or impair our right thereafter to require your strict performance of any provision.

Nondiscrimination

We do not discriminate in our employment practices or in the delivery of Services on the basis of age, race, color, national origin, cultural background, religion, sex, sexual orientation, or physical or mental disability.

Notices

Our notices to you will be sent to the most recent address we have for the Subscriber. The Subscriber is responsible for notifying us of any change in address. Subscribers who move should call our Member Service Call Center, and the Social Security Administration toll free at 1-800-772-1213 (TTY users call 1-800-325-0778) as soon as possible to report the address change. If a Member does not reside with the Subscriber, he or she should contact our Member Service Call Center to discuss alternate delivery options.

Note: When we tell your Group about changes to this *EOC* or provide your Group other information that affects you, your Group is required to notify the Subscriber within 30 days (or five days if we terminate your Group's *Agreement*) after receiving the information from us.

Other EOC formats

You can request a copy of this *EOC* in an alternate format (Braille, audio, electronic text file, or large print) by calling our Member Service Call Center.

Overpayment recovery

We may recover any overpayment we make for Services from anyone who receives such an overpayment or from any person or organization obligated to pay for the Services.

Privacy practices

Kaiser Permanente will protect the privacy of your protected health information (PHI). We also require contracting providers to protect your PHI. PHI is health information that includes your name, Social Security number, or other information that reveals who you are. You may generally see and receive copies of your PHI, correct or update your PHI, and ask us for an accounting of certain disclosures of your PHI.

We may use or disclose your PHI for treatment, payment, and health care operations purposes, including health research and measuring the quality of care and Services. We are sometimes required by law to give PHI to government agencies or in judicial actions. In addition, Member-identifiable medical information is shared with employers only with your authorization or as otherwise permitted by law. We will not use or disclose your PHI for any other purpose without your (or your representative's) written authorization, except as described in our *Notice of Privacy Practices* (see below). Giving us authorization is at your discretion.

This is only a brief summary of some of our key privacy practices. Our *Notice of Privacy Practices* describing our policies and procedures for preserving the confidentiality of medical records and other PHI is available and will be furnished to you upon request. To request a copy, please call our Member Service Call Center. You can also find the notice at your local Plan Facility or on our Web site at kp.org.

Public policy participation

The Kaiser Foundation Health Plan, Inc., Board of Directors establishes public policy for Health Plan. A list of the Board of Directors is available on our Web site at kp.org or from our Member Service Call Center. If you would like to provide input about Health Plan public policy for consideration by the Board, please send written comments to the Office of Board and Corporate Governance Services, One Kaiser Plaza, 19th Floor, Oakland, CA 94612.

Railroad Retirement Board

If you get benefits from the Railroad Retirement Board, you can call your local Railroad Retirement Board office or toll free 1-800-808-0772 (TTY users call 1-312-751-4701). You can also visit **www.rrb.gov** on the Web.

Social Security Administration

The Social Security Administration provides economic protection for Americans of all ages. Social Security

programs include retirement benefits, disability, family benefits, survivors' benefits, and benefits for the aged, blind, and disabled. You can call the Social Security Administration toll free at 1-800-772-1213 (TTY users call 1-800-325-0778). You can also visit **www.ssa.gov** on the Web.

Telephone access (TTY)

If you are hearing or speech impaired and use a text telephone device (TTY, also known as TDD) to communicate by phone, you can use the California Relay Service by calling 711 if a dedicated TTY number is not available for the telephone number that you want to call.

KAISER PERMANENTE®

Kaiser Foundation Health Plan, Inc.
Northern California Region

Chiropractic Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage for
EL DORADO COUNTY

Purchaser ID: 34936 Contract: 1 Version: 42 *EOC* Number: 3

July 1, 2008, through June 30, 2009

ASH Plans Member Services Department
Weekdays 5 a.m. to 6 p.m.
1-800-678-9133 (TTY users call **711**) toll free
ashplans.com

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Introduction

This document amends your Kaiser Foundation Health Plan, Inc. (Health Plan) *Evidence of Coverage (EOC)* to include coverage for Medically Necessary Chiropractic Services under the following terms and conditions.

Kaiser Foundation Health Plan, Inc. contracts with American Specialty Health Plans of California, Inc. (ASH Plans) to make the ASH Plans network of Participating Chiropractors available to you. When you need chiropractic care, you have direct access to more than 2,800 licensed chiropractors in California. You can obtain covered Services from any Participating Chiropractor without a referral from a Plan Physician. Cost Sharing is due when you receive covered Services.

Note: If you are a Kaiser Permanente Senior Advantage or Medicare Cost Member, please refer to your Health Plan *Evidence of Coverage* for information about the chiropractic Services that Medicare covers, which are separate from the Services covered under this "Chiropractic Services Amendment." This Amendment does not describe Services covered by Medicare. Medicare rules determine which coverage pays first, or is "primary," and which coverage pays second, or is "secondary." Your Medicare coverage is primary unless Medicare is secondary by law.

Definitions

In addition to the terms defined in the "Definitions" section of your Health Plan *Evidence of Coverage*, the following terms, when capitalized in this "Chiropractic Services Amendment," mean:

Emergency Chiropractic Services: Covered chiropractic services provided for the sudden and unexpected onset of an injury or condition affecting the neuromusculoskeletal system which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable layperson with no special knowledge of health, medicine, or chiropractic care could reasonably expect that a delay of immediate chiropractic care could result in (1) placing your (or your unborn child's) health in serious jeopardy, (2) serious impairment to your bodily functions, or (3) serious dysfunction of any bodily organ or part.

Medically Necessary Chiropractic Services: Chiropractic services provided or prescribed by a chiropractor (including laboratory tests, X-rays, chiropractic appliances) that are appropriate and required for the treatment of your Neuromusculoskeletal Disorder in accord with generally accepted professional standards of practice for the chiropractic treatment of Neuromusculoskeletal Disorders.

Neuromusculoskeletal Disorders: Conditions with associated signs and symptoms related to the nervous, muscular, or skeletal systems. Neuromusculoskeletal Disorders are conditions typically categorized as structural, degenerative, or inflammatory disorders, or biomechanical dysfunction of the joints of the body or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

Non–Participating Chiropractor: A chiropractor other than a Participating Chiropractor.

Non–Participating Provider: A provider other than a Participating Provider.

Participating Chiropractor: A chiropractor who is licensed to provide chiropractic services in California and who has a contract with ASH Plans to provide Medically Necessary Chiropractic Services to you. A list of Participating Chiropractors was included with your enrollment materials. Also, the current list of Participating Chiropractors is available on the ASH Plans Web site at **ashcompanies.com** or from the ASH Plans Member Services Department at 1-800-678-9133 (TTY users call 711). The list of Participating Chiropractors is subject to change at any time, without notice. If you have questions, please call the ASH Plans Member Services Department.

Participating Provider: A Participating Chiropractor, or any licensed provider with which ASH Plans contracts to provide covered laboratory tests or X-rays.

Treatment Plan: A proposed course of treatment for your Neuromusculoskeletal Disorder, which may include laboratory tests, X-rays, chiropractic appliances, and a specific number of visits for chiropractic manipulations, adjustments, and therapies that are Medically Necessary Chiropractic Services for you.

Participating Providers

Please read the following information so you will know from whom or what group of providers you may receive covered Services.

ASH Plans contracts with Participating Chiropractors and other Participating Providers to provide covered

chiropractic services, including laboratory tests, X-rays, and chiropractic appliances. You must receive covered Services from a Participating Provider, except for Emergency Chiropractic Services and Services that are not available from Participating Providers that have been preauthorized by ASH Plans.

How to obtain Services

To obtain covered Services, call a Participating Chiropractor to schedule an initial examination. If additional Services are required, your Participating Chiropractor will prepare a Treatment Plan. The ASH Plans Clinical Services Manager will authorize the Treatment Plan if the Services are Medically Necessary Chiropractic Services for you. ASH Plans will disclose to you, upon request, the process that it uses to authorize a Treatment Plan. If you have questions or concerns, please contact ASH Plans or Kaiser Permanente as described under "Member Services" in this "Chiropractic Services Amendment."

Covered Services

We cover the Services listed in this "Covered Services" section if ASH Plans has authorized the Services as part of your Treatment Plan. Covered Services are provided at the Cost Sharing listed in this "Covered Services" section. However, you may be liable for the cost of noncovered Services you obtain from Participating Providers or Non–Participating Providers.

Office visits

We cover up to 30 of the following types of office visits per calendar year at **$10 Copayment per visit**. Each office visit counts toward the calendar year visit limit even if an adjustment is not provided during the visit:

- **Initial examination:** An examination performed by a Participating Chiropractor to determine the nature of your problem (and, if appropriate, to prepare a Treatment Plan), and to provide Medically Necessary Chiropractic Services, which may include an adjustment and adjunctive therapy (such as ultrasound, hot packs, cold packs, electrical muscle stimulation). We cover an initial examination only if you have not already received covered Services from a Participating Chiropractor in the same calendar year for your Neuromusculoskeletal Disorder
- **Subsequent office visits:** Subsequent Participating Chiropractor office visits for Medically Necessary Chiropractic Services, which may include an adjustment, adjunctive therapy, and a re-examination to assess the need to continue, extend, or change a Treatment Plan

Laboratory tests and X-rays

We cover Medically Necessary laboratory tests and X-rays when prescribed as part of covered care described under "Office visits" in this "Covered Services" section at **no charge** when a Participating Chiropractor provides the Services or refers you to a Participating Provider for the Services.

Chiropractic appliances

We provide a **$50 Allowance per calendar year**, toward the ASH Plans fee schedule price for chiropractic appliances listed in this paragraph when the item is prescribed and provided to you by a Participating Chiropractor as part of covered care described under "Office visits" in this "Covered Services" section. If the price of the item(s) in the ASH Plans fee schedule exceeds **$50** (the Allowance), you will pay the amount in excess of **$50** (and that payment does not apply toward your annual out-of-pocket maximum). Covered chiropractic appliances are limited to: elbow supports, back supports (thoracic), cervical collars, cervical pillows, heel lifts, hot or cold packs, lumbar braces and supports, lumbar cushions, orthotics, wrist supports, rib belts, home traction units (cervical or lumbar), ankle braces, knee braces, rib supports, and wrist braces.

Second opinions

If you request a second opinion, it will be provided to you by a Participating Chiropractor who is an appropriately qualified chiropractor (a chiropractor who is acting within his or her scope of practice and who possesses a clinical background related to the illness or condition associated with the request for a second medical opinion). To get a second opinion, make an appointment with a Participating Chiropractor. Second opinion office visits are provided at **$10 Copayment per visit**, and count toward your annual visit limit unless a Participating Chiropractor refers you to another Participating Chiropractor for a consultation that does not include treatment. If ASH Plans determines that there isn't a Participating Chiropractor who is an appropriately qualified chiropractor for your condition, ASH Plans will authorize a referral to a Non–Participating Chiropractor for a second opinion.

Emergency Chiropractic Services

We cover Emergency Chiropractic Services provided by a Participating Chiropractor or a Non–Participating Chiropractor at **$10 Copayment per visit**. We do not cover follow-up or continuing care from a Non–Participating Chiropractor unless ASH Plans has authorized the Services. Also, we do not cover Services from a Non-Participating Chiropractor that ASH Plans determines are not Emergency Chiropractic Services.

As soon as possible after receiving Emergency Chiropractic Services, you must file an ASH Plans claim form. To request a claim form or for more information, please call ASH Plans at 1-800-678-9133. You must send the completed claim form to:

American Specialty Health Plans of California, Inc.
P.O. Box 509002
San Diego, CA 92150-9002
Attention: Claims Department

Member Services

If you have a question or concern regarding the Services you received from a Participating Provider, you may call ASH Plans Member Services at 1-800-678-9133 (TTY users call 711) weekdays from 5 a.m. to 6 p.m., or write ASH Plans at:

American Specialty Health Plans of California, Inc.
Member Services Department
P.O. Box 509002
San Diego, CA 92150-9002

You can file a grievance regarding any issue. Your grievance must explain your issue, such as the reasons why you believe a decision was in error or why you are dissatisfied about Services you received. You may submit your grievance orally or in writing to Kaiser Permanente as described in the "Dispute Resolution" section of your Health Plan *Evidence of Coverage*.

Exclusions and Limitations

The following Services are not covered under this "Chiropractic Services Amendment:"

- Any Services not provided by a Participating Chiropractor or Participating Provider, except for Emergency Chiropractic Services and Services that are not available from Participating Providers that are prior authorized by ASH Plans
- Services for conditions other than Neuromusculoskeletal Disorders
- Hypnotherapy, behavior training, sleep therapy, and weight programs
- Thermography
- Experimental or investigational Services. Please refer to the "Dispute Resolution" section in your Health Plan *Evidence of Coverage* for information about Independent Medical Review related to denied requests for Medically Necessary and experimental or investigational Services
- Magnetic resonance imaging (MRI), computed tomography (CT), positron emission tomography (PET), bone scans, nuclear radiology, and any types of diagnostic radiology other than X-rays covered under the "Covered Services" section of this "Chiropractic Services Amendment"
- Ambulance and other transportation
- Education programs, non-medical self-care or self-help, any self-help physical exercise training, and any related diagnostic testing
- Services for pre-employment physicals or vocational rehabilitation
- Air conditioners, air purifiers, therapeutic mattresses, chiropractic appliances, durable medical equipment, supplies, devices, appliances, and any other item except those listed as covered under "Chiropractic appliances" under the "Covered Services" section of this "Chiropractic Services Amendment"
- Drugs and medicines, including non-legend or proprietary drugs and medicines
- Services you receive outside the state of California, except for Emergency Chiropractic Services
- Hospital Services, anesthesia, manipulation under anesthesia, and related Services
- Adjunctive therapy not associated with spinal, muscle, or joint manipulations
- Vitamins, minerals, nutritional supplements, and similar products
- Services provided by a chiropractor that are not within the scope of licensure for a chiropractor licensed in California

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Kaiser Foundation Health Plan, Inc.
Northern California Region

A nonprofit corporation

Kaiser Permanente Traditional Plan Evidence of Coverage for EL DORADO COUNTY

Purchaser ID: 34936 Contract: 1 Version: 42 *EOC* Number: 5

July 1, 2008, through June 30, 2009

Member Service Call Center
Weekdays 7 a.m.–7 p.m.; weekends 7 a.m.–3 p.m.
(except holidays)
1-800-464-4000 toll free
1-800-777-1370 (toll free TTY for the hearing/speech impaired)
kp.org

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Benefit Highlights

Annual Out-of-Pocket Maximum for Certain Services	
For Services subject to the maximum, you will not pay any more Cost Sharing during a calendar year after the Copayments and Coinsurance you pay for those Services add up to one of the following amounts:	
For self-only enrollment (a Family Unit of one Member)	$1,500 per calendar year
For any one Member in a Family Unit of two or more Members	$1,500 per calendar year
For an entire Family Unit of two or more Members	$3,000 per calendar year
Deductible or Lifetime Maximum	None
Professional Services (Plan Provider office visits)	**You Pay**
Primary and specialty care visits (includes routine and Urgent Care appointments)	$15 per visit
Routine preventive physical exams	$15 per visit
Well-child preventive care visits (0–23 months)	$5 per visit
Family planning visits	$15 per visit
Scheduled prenatal care and first postpartum visit	$5 per visit
Routine preventive refraction exams	$15 per visit
Routine preventive hearing tests	$15 per visit
Physical, occupational, and speech therapy visits	$15 per visit
Outpatient Services	**You Pay**
Outpatient surgery	$15 per procedure
Allergy injection visits	$3 per visit
Allergy testing visits	$15 per visit
Vaccines (immunizations)	No charge
X-rays and lab tests	No charge
Health education:	
Individual visits	$15 per visit
Group educational programs	No charge
Hospitalization Services	**You Pay**
Room and board, surgery, anesthesia, X-rays, lab tests, and drugs	No charge
Emergency Health Coverage	**You Pay**
Emergency Department visits	$15 per visit (does not apply if admitted directly to the hospital as an inpatient)
Ambulance Services	**You Pay**
Ambulance Services	No charge
Prescription Drug Coverage	**You Pay**
Most covered outpatient items in accord with our drug formulary guidelines from Plan Pharmacies or from our mail-order program	$10 for up to a 100-day supply
Durable Medical Equipment (DME)	**You Pay**
Covered DME for home use in accord with our DME formulary guidelines	No charge
Mental Health Services	**You Pay**
Inpatient psychiatric care (up to 30 days per calendar year)	No charge
Outpatient visits:	
Up to a total of 20 individual and group visits per calendar year	$15 per individual visit $7 per group visit
Up to 20 additional group visits that meet the Medical Group criteria in the same calendar year	$7 per group visit

Mental Health Services	You Pay
Note: Visit and day limits do not apply to serious emotional disturbances of children and severe mental illnesses as described in the "Benefits and Cost Sharing" section.	
Chemical Dependency Services	**You Pay**
Inpatient detoxification	No charge
Outpatient individual visits	$15 per visit
Outpatient group visits	$5 per visit
Transitional residential recovery Services (up to 60 days per calendar year, not to exceed 120 days in any five-year period)	$100 per admission
Residential rehabilitation (up to 30 days per calendar year)	No charge
Home Health Services	**You Pay**
Home health care (up to 100 visits per calendar year)	No charge
Other	**You Pay**
Eyewear purchased from Plan Optical Sales Offices every 24 months	Amount in excess of $175 Allowance
Hearing aid(s) every 36 months	Amount in excess of $2,500 Allowance per aid
Skilled Nursing Facility care (up to 100 days per benefit period)	No charge
Hospice care	No charge

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Sharing, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Sharing. For a complete explanation, please refer to the "Benefits and Cost Sharing" and "Exclusions, Limitations, Coordination of Benefits, and Reductions" sections.

Introduction

This *Evidence of Coverage (EOC)* describes the health care coverage of "Kaiser Permanente Traditional Plan" (which is not a federally qualified health benefit plan) provided under the *Group Agreement (Agreement)* between Health Plan (Kaiser Foundation Health Plan, Inc.) and your Group (the entity with which Health Plan has entered into the *Agreement*). For benefits provided under any other Health Plan program, refer to that plan's evidence of coverage.

In this *EOC*, Health Plan is sometimes referred to as "we," or "us." Members are sometimes referred to as "you." Some capitalized terms have special meaning in this *EOC*; please see the "Definitions" section for terms you should know.

Please read the following information so that you will know from whom or what group of providers you may get health care. It is important to familiarize yourself with your coverage by reading this *EOC* completely, so that you can take full advantage of your Health Plan benefits. Also, if you have special health care needs, please carefully read the sections that apply to you.

Term of this *EOC*

This *EOC* is for the period July 1, 2008, through June 30, 2009, unless amended. Your Group's benefits administrator can tell you whether this *EOC* is still in effect and give you a current one if this *EOC* has expired or been amended.

About Kaiser Permanente

Kaiser Permanente provides Services directly to our Members through an integrated medical care program. Health Plan, Plan Hospitals, and the Medical Group work together to provide our Members with quality care. Our medical care program gives you access to all of the covered Services you may need, such as routine care with your own personal Plan Physician, hospital care, laboratory and pharmacy Services, Emergency Care, Urgent Care, and other benefits described in the "Benefits and Cost Sharing" section. Plus, our healthy living (health education) programs offer you great ways to protect and improve your health.

We provide covered Services to Members using Plan Providers located in our Service Area, which is described in the "Definitions" section. You must receive all covered care from Plan Providers inside our Service Area, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section
- Authorized referrals as described under "Getting a Referral" in the "How to Obtain Services" section
- Hospice care as described under "Hospice Care" in the "Benefits and Cost Sharing" section

Definitions

When capitalized and used in any part of this *EOC*, these terms have the following meanings:

Allowance: A specified credit amount that you can use toward the purchase price of an item. If the price of the item(s) you select exceeds the Allowance, you will pay the amount in excess of the Allowance (and that payment does not apply toward your annual out-of-pocket maximum).

Charges: Charges means the following:

- For Services provided by the Medical Group or Kaiser Foundation Hospitals, the charges in Health Plan's schedule of Medical Group and Kaiser Foundation Hospitals charges for Services provided to Members
- For Services for which a provider (other than the Medical Group or Kaiser Foundation Hospitals) is compensated on a capitation basis, the charges in the schedule of charges that Kaiser Permanente negotiates with the capitated provider
- For items obtained at a pharmacy owned and operated by Kaiser Permanente, the amount the pharmacy would charge a Member for the item if a Member's benefit plan did not cover the item (this amount is an estimate of: the cost of acquiring, storing, and dispensing drugs, the direct and indirect costs of providing Kaiser Permanente pharmacy Services to Members, and the pharmacy program's contribution to the net revenue requirements of Health Plan)
- For all other Services, the payments that Kaiser Permanente makes for the Services or, if Kaiser Permanente subtracts Cost Sharing from its payment, the amount Kaiser Permanente would have paid if it did not subtract Cost Sharing

Clinically Stable: You are considered Clinically Stable when your treating physician believes, within a reasonable medical probability and in accordance with recognized medical standards, that you are safe for discharge or transfer and that your condition is not expected to get materially worse during or as a result of the discharge or transfer.

Coinsurance: A percentage of Charges that you must pay when you receive a covered Service as described in the "Benefits and Cost Sharing" section.

Copayment: A specific dollar amount that you must pay when you receive a covered Service as described in the "Benefits and Cost Sharing" section. Note: The dollar amount of the Copayment can be $0 (no charge).

Cost Sharing: The Copayment or Coinsurance you are required to pay for a covered Service.

Deductible: The amount you must pay in a calendar year for certain Services before we will cover those Services at the Copayment or Coinsurance in that calendar year.

Dependent: A Member who meets the eligibility requirements as a Dependent (for Dependent eligibility requirements, see "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section).

Emergency Care: Emergency Care is:

- Evaluation by a physician (or other appropriate personnel under the supervision of a physician to the extent provided by law) to determine whether you have an Emergency Medical Condition
- Medically Necessary Services required to make you Clinically Stable within the capabilities of the facility
- Emergency ambulance Services covered under "Ambulance Services" in the "Benefits and Cost Sharing" section

Emergency Medical Condition: An Emergency Medical Condition is: (1) a medical or psychiatric condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that you could reasonably expect the absence of immediate medical attention to result in serious jeopardy to your health or body functions or organs; or (2) active labor when there isn't enough time for safe transfer to a Plan Hospital (or designated hospital) before delivery or if transfer poses a threat to your (or your unborn child's) health and safety.

Family Unit: A Subscriber and all of his or her Dependents.

Group: The entity with which Health Plan has entered into the Agreement that includes this *EOC*.

Health Plan: Kaiser Foundation Health Plan, Inc., a California nonprofit corporation. This *EOC* sometimes refers to Health Plan as "we" or "us."

Kaiser Permanente: Kaiser Foundation Hospitals (a California nonprofit corporation), Health Plan, and the Medical Group.

Medical Group: The Permanente Medical Group, Inc., a for-profit professional corporation.

Medically Necessary: A Service is Medically Necessary if it is medically appropriate and required to prevent, diagnose, or treat your condition or clinical symptoms in accord with generally accepted professional standards of practice that are consistent with a standard of care in the medical community.

Medicare: A federal health insurance program for people age 65 and older and some people under age 65 with disabilities or end-stage renal disease (permanent kidney failure). In this *EOC*, Members who are "eligible for" Medicare Part A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who are "entitled to" or "have" Medicare Part A or B are those who have been granted Medicare Part A or B coverage.

Member: A person who is eligible and enrolled under this *EOC*, and for whom we have received applicable Premiums. This *EOC* sometimes refers to a Member as "you."

Non–Plan Hospital: A hospital other than a Plan Hospital.

Non–Plan Physician: A physician other than a Plan Physician.

Non–Plan Provider: A provider other than a Plan Provider.

Out-of-Area Urgent Care: Medically Necessary Services to prevent serious deterioration of your (or your unborn child's) health resulting from an unforeseen illness, unforeseen injury, or unforeseen complication of an existing condition (including pregnancy) if all of the following are true:

- You are temporarily outside our Service Area
- You reasonably believed that your (or your unborn child's) health would seriously deteriorate if you delayed treatment until you returned to our Service Area

Plan Facility: Any facility listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Facilities are subject to change at any time without notice. For the current locations of Plan Facilities, please call our Member Service Call Center.

Plan Hospital: Any hospital listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Hospitals are subject to change at any time without notice. For the current locations of Plan Hospitals, please call our Member Service Call Center.

Plan Medical Office: Any medical office listed in the "Plan Facilities" section or in a Kaiser Permanente guidebook *(Your Guidebook)* for our Service Area, except that Plan Medical Offices are subject to change at any time without notice. For the current locations of Plan Medical Offices, please call our Member Service Call Center.

Plan Optical Sales Office: An optical sales office owned and operated by Kaiser Permanente or another optical sales office that we designate. Please refer to *Your Guidebook* for a list of Plan Optical Sales Offices in your area, except that Plan Optical Sales Offices are subject to change at any time without notice. For the current locations of Plan Optical Sales Offices, please call our Member Service Call Center.

Plan Pharmacy: A pharmacy owned and operated by Kaiser Permanente or another pharmacy that we designate. Please refer to *Your Guidebook* for a list of Plan Pharmacies in your area, except that Plan Pharmacies are subject to change at any time without notice. For the current locations of Plan Pharmacies, please call our Member Service Call Center.

Plan Physician: Any licensed physician who is an employee of the Medical Group, or any licensed physician who contracts to provide Services to Members (but not including physicians who contract only to provide referral Services).

Plan Provider: A Plan Hospital, a Plan Physician, the Medical Group, a Plan Pharmacy, or any other health care provider that we designate as a Plan Provider.

Plan Skilled Nursing Facility: A Skilled Nursing Facility approved by Health Plan.

Post-Stabilization Care: Post-Stabilization Care is Medically Necessary Services you receive after your treating physician determines that your Emergency Medical Condition is Clinically Stable.

Premiums: Periodic membership charges paid by your Group.

Region: A Kaiser Foundation Health Plan organization or allied plan that conducts a direct-service health care program. For information about Region locations in the District of Columbia and parts of Southern California, Colorado, Georgia, Hawaii, Idaho, Maryland, Ohio, Oregon, Virginia, and Washington, please call our Member Service Call Center.

Service Area: The following counties are entirely inside our Service Area: Alameda, Contra Costa, Marin, Sacramento, San Francisco, San Joaquin, San Mateo, Solano, and Stanislaus. Portions of the following counties are also inside our Service Area, as indicated by the ZIP codes below for each county:

- Amador: 95640, 95669
- El Dorado: 95613–14, 95619, 95623, 95633–35, 95651, 95664, 95667, 95672, 95682, 95762
- Fresno: 93242, 93602, 93606–07, 93609, 93611–13, 93616, 93618–19, 93624–27, 93630–31, 93646, 93648–52, 93654, 93656–57, 93660, 93662, 93667–68, 93675, 93701–12, 93714–18, 93720–30, 93740–41, 93744–45, 93747, 93750, 93755, 93760–61, 93764–65, 93771–80, 93784, 93786, 93790–94, 93844, 93888
- Kings: 93230, 93232, 93242, 93631, 93656
- Madera: 93601–02, 93604, 93614, 93623, 93626, 93636–39, 93643–45, 93653, 93669, 93720
- Mariposa: 93601, 93623, 93653
- Napa: 94503, 94508, 94515, 94558–59, 94562, 94567*, 94573–74, 94576, 94581, 94589–90, 94599, 95476
- Placer: 95602–04, 95626, 95648, 95650, 95658, 95661, 95663, 95668, 95677–78, 95681, 95692, 95703, 95722, 95736, 95746–47, 95765
- Santa Clara: 94022–24, 94035, 94039–43, 94085–89, 94301–06, 94309, 94550, 95002, 95008–09, 95011, 95013–15, 95020–21, 95026, 95030–33, 95035–38, 95042, 95044, 95046, 95050–56, 95070–71, 95076, 95101, 95103, 95106, 95108–13, 95115–36, 95138–41, 95148, 95150–61, 95164, 95170, 95172–73, 95190–94, 95196
- Sonoma: 94515, 94922–23, 94926–28, 94931, 94951–55, 94972, 94975, 94999, 95401–07, 95409, 95416, 95419, 95421, 95425, 95430–31, 95433, 95436, 95439, 95441–42, 95444, 95446, 95448, 95450, 95452, 95462, 95465, 95471–73, 95476, 95486–87, 95492
- Sutter: 95626, 95645, 95648, 95659, 95668, 95674, 95676, 95692, 95837
- Tulare: 93238, 93261, 93618, 93631, 93646, 93654, 93666, 93673
- Yolo: 95605, 95607, 95612, 95616–18, 95645, 95691, 95694–95, 95697–98, 95776, 95798–99
- Yuba: 95692, 95903, 95961

*Exception: Knoxville is not in our Service Area.

Note: We may expand our Service Area at any time by giving written notice to your Group. ZIP codes are subject to change by the U.S. Postal Service.

Services: Health care services or items.

Skilled Nursing Facility: A facility that provides inpatient skilled nursing care, rehabilitation services, or other related health services and is licensed by the state of California. The facility's primary business must be the provision of 24-hour-a-day licensed skilled nursing care. The term "Skilled Nursing Facility" does not include convalescent nursing homes, rest facilities, or facilities for the aged, if those facilities furnish primarily custodial care, including training in routines of daily living. A "Skilled Nursing Facility" may also be a unit or section within another facility (for example, a hospital) as long as it continues to meet this definition.

Spouse: Your legal husband or wife. For the purposes of this *EOC*, the term "Spouse" includes your registered domestic partner who meets all of the requirements of Section 297 of the California Family Code, or your domestic partner in accord with your Group's requirements, if any, that we approve.

Subscriber: A Member who is eligible for membership on his or her own behalf and not by virtue of Dependent status and who meets the eligibility requirements as a Subscriber (for Subscriber eligibility requirements, see "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section).

Urgent Care: Medically Necessary Services for a condition that requires prompt medical attention but is not an Emergency Medical Condition.

Premiums, Eligibility, and Enrollment

Premiums

Your Group is responsible for paying Premiums. If you are responsible for any contribution to the Premiums, your Group will tell you the amount and how to pay your Group (through payroll deduction, for example).

Who Is Eligible

To enroll and to continue enrollment, you must meet all of the eligibility requirements described in this "Who Is Eligible" section.

Group eligibility requirements

You must meet your Group's eligibility requirements that we have approved. Your Group is required to inform Subscribers of its eligibility requirements, such as the minimum number of hours that employees must work. Please note that your Group might not allow enrollment to some persons who meet the requirements described under "Service Area eligibility requirements" and "Additional eligibility requirements" below.

Service Area eligibility requirements

The Subscriber must live or work in our Service Area at the time he or she enrolls. The "Definitions" section describes our Service Area and how it may change. You cannot enroll or continue enrollment as a Subscriber or Dependent if you live in or move to a Region outside California except as described below. If you move anywhere else outside our Service Area after enrollment, you can continue your membership as long as you meet all other eligibility requirements. However, you must receive covered Services from Plan Providers inside our Service Area, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section
- Authorized referrals as described under "Getting a Referral" in the "How to Obtain Services" section
- Hospice care as described under "Hospice Care" in the "Benefits and Cost Sharing" section

Regions outside California. If you live in or move to the service area of a Region outside California, you are not eligible for membership under this *EOC* (unless you are a Subscriber who works inside our Service Area or you are a Dependent child of the Subscriber or the Subscriber's Spouse). Please contact your Group's benefits administrator to learn about your Group health care options. You may be able to enroll in the new service area if there is an agreement between your Group and that Region, but the coverage, premiums, and eligibility requirements might not be the same.

For the purposes of this eligibility rule, the service areas of the Regions outside California may change on January 1 of each year and are currently the District of Columbia and parts of Colorado, Georgia, Hawaii, Idaho, Maryland, Ohio, Oregon, Virginia, and Washington. For more information, please call our Member Service Call Center.

Note: You may be able to receive certain care if you are visiting the service area of another Region. See "Visiting Other Regions" in the "How to Obtain Services" section for information.

Southern California Region's service area. If you live in or are moving to our Southern California Region's service area, please contact your Group's benefits administrator to learn about your Group health care options. Your Group may have an arrangement with us that permits membership in the Southern California Region, but the coverage, premiums, and eligibility requirements might not be the same as under this *EOC*.

Additional eligibility requirements

You may be eligible to enroll and continue enrollment as a Subscriber if you are:

- An employee of your Group
- A proprietor or partner of your Group
- Otherwise entitled to coverage under a trust agreement, retirement benefit program, or employment contract (unless the IRS considers you self-employed)

If you are a Subscriber, the following persons may be eligible to enroll as your Dependents:

- Your Spouse. For the purposes of this *EOC*, the term "Spouse" includes your registered domestic partner who meets all the requirements of Section 297 of the California Family Code, or your domestic partner in accord with your Group's requirements, if any, that we approve
- Your or your Spouse's unmarried children (including adopted children or children placed with you for adoption) who are under age 19, or under age 23 if a student as defined by your Group
- Other unmarried dependent persons (but not including foster children) who meet all of the following requirements:
  - they are under age 19, or under age 23 if a student as defined by your Group
  - they receive all of their support and maintenance from you or your Spouse
  - they permanently reside with you (the Subscriber)
  - you or your Spouse is the court-appointed guardian (or was before the person reached age 18) or the person's parent is an enrolled Dependent under your family coverage
- Dependents who meet the Dependent eligibility requirements, except for the age limit, may be eligible as a disabled dependent if they meet all the following requirements:
  - they are incapable of self-sustaining employment because of a physically- or mentally-disabling injury, illness or condition that occurred prior to reaching the age limit for Dependents
  - they receive 50 percent or more of their support and maintenance from you or your Spouse
  - you give us proof of their incapacity and dependency within 60 days after we request it

Persons barred from enrolling

You cannot enroll if you have had your entitlement to receive Services through Health Plan terminated for cause.

Members with Medicare and retirees

This plan is not intended for most Medicare beneficiaries and some Groups do not offer coverage to retirees. If, during the term of this *EOC*, you are or become eligible for Medicare (please see "Medicare" in the "Definitions" section for the meaning of "eligible for" Medicare) or you retire, please ask your Group's benefits administrator about your membership options as follows:

- If a Subscriber who is entitled to Medicare Part B retires and the Subscriber's Group has a Kaiser Permanente Senior Advantage plan for retirees, the Subscriber should enroll in the plan if eligible
- If the Subscriber retires and your Group does not offer coverage to retirees, you may be eligible to continue membership as described in the "Continuation of Membership" section
- If federal law requires that your Group's health care plan be primary and Medicare coverage be secondary, your coverage under this *EOC* will be the same as it would be if you had not become eligible for Medicare. However, you may be eligible to enroll in Kaiser Permanente Senior Advantage through your Group if you are entitled to Medicare Part B
- If you are or become eligible for Medicare and are in a class of beneficiaries for which your Group's health care plan is secondary to Medicare, you should enroll in Kaiser Permanente Senior Advantage through your Group if you are eligible
- If none of the above applies to you and you are eligible for Medicare or you retire, please ask your Group's benefits administrator about your membership options

When Medicare is primary. Your Group's Premiums may increase if you are or become eligible for Medicare

Part A or B, as primary coverage, and you are not enrolled through your Group in Kaiser Permanente Senior Advantage for any reason (even if you are not eligible to enroll or the plan is not available to you).
If your Group fails to pay the entire Premiums required for your Family Unit, your membership will be terminated in accord with "Partial payment of Premiums for a Family Unit" under "Termination for Nonpayment" in the "Termination of Membership" section.

When Medicare is secondary. Medicare is the primary coverage except when federal law requires that your Group's health care plan be primary and Medicare coverage be secondary. Members eligible for Medicare as their secondary coverage are subject to the same Premiums and receive the same benefits as Members who are not eligible for Medicare. However, any such Member who meets the eligibility requirements for our Kaiser Permanente Senior Advantage plan may enroll in Senior Advantage if the plan is available to you. These Members receive the benefits and coverage described in the Kaiser Permanente Senior Advantage Medicare as a Secondary Payer (MSP) evidence of coverage.

Medicare late enrollment penalty. If you become eligible for Medicare Part B or D and do not enroll during the initial Medicare enrollment period, Medicare may require you to pay a late enrollment penalty if you later enroll in Medicare Part B or a Medicare Part D plan. In the case of Medicare Part D, the late enrollment penalty may apply if you go 63 days or longer without Medicare Part D creditable prescription drug coverage, which means prescription drug coverage that is at least as good as the standard Medicare Part D prescription drug coverage. This Medicare Part D late enrollment penalty applies as long as you have Medicare Part D prescription drug coverage. The amount of the penalty may increase every year. If you are or become eligible for Medicare Part D, your Group is responsible for informing you about whether your drug coverage under this *EOC* is Medicare Part D creditable prescription drug coverage at the times required by CMS and upon request.

Note: You may be ineligible to enroll in Kaiser Permanente Senior Advantage if that plan has reached a capacity limit that the Centers for Medicare & Medicaid Services (CMS) has approved. This limitation does not apply to existing Members who are eligible for Medicare (for example, when you turn age 65).

When You Can Enroll and When Coverage Begins

Your Group is required to inform you when you are eligible to enroll and what your effective date of coverage is. If you are eligible to enroll as described under "Who Is Eligible" in this "Premiums, Eligibility, and Enrollment" section, enrollment is permitted as described below and membership begins at the beginning (12:00 a.m.) of the effective date of coverage indicated below, except that your Group may have additional requirements that we have approved, which allow enrollment in other situations.

New employees

When your Group informs you that you are eligible to enroll as a Subscriber, you may enroll yourself and any eligible Dependents by submitting a Health Plan–approved enrollment application to your Group within 31 days.

Effective date of coverage. The effective date of coverage for new employees and their eligible family Dependents is the date of hire.

Adding new Dependents to an existing account

To enroll a Dependent who first becomes eligible to enroll after you became a Subscriber (such as a new Spouse, a newborn child, or a newly adopted child), you must submit a Health Plan–approved change of enrollment form to your Group within 31 days after the Dependent first becomes eligible.

Effective date of coverage. Other than a newborn or a newly adopted child (including a child placed with you for adoption), the effective date of coverage for newly acquired Dependents is the date of acquisition. For a newborn or a newly adopted child, the effective date of coverage is as follows:

- A newborn child is covered from the moment of birth if the Subscriber enrolls the child within 31 days after birth. Any Premiums required for the newborn will be effective the first of the month following birth
- If the newborn child is not enrolled within 31 days, the newborn is covered only through the calendar month of birth, or the mother's hospitalization if she is a Member, whichever is later
- The membership of a newly adopted child (including a child placed with you for adoption) will begin on the date when the adopting parent gains the legal right to control the child's health care if the Subscriber enrolls the child within 31 days of that date

Open enrollment

You may enroll as a Subscriber (along with any eligible Dependents), and existing Subscribers may add eligible Dependents, by submitting a Health Plan–approved enrollment application to your Group during the open enrollment period. Your Group will let you know when

the open enrollment period begins and ends and the effective date of coverage.

Special enrollment

If you do not enroll when you are first eligible and later want to enroll, you can enroll only during open enrollment unless one of the following is true:

- You become eligible as described in this "Special enrollment" section
- You did not enroll when you were first eligible and your Group does not give us a written statement that verifies you signed a document that explained restrictions about enrolling in the future. The effective date of an enrollment resulting from this provision is no later than the first day of the month following the date your Group receives a Health Plan–approved enrollment or change of enrollment application from the Subscriber

Special enrollment of a Family Unit due to new Dependents. You may enroll as a Subscriber with your Dependents within 30 days after marriage, birth, adoption, or placement for adoption by submitting to your Group a Health Plan–approved enrollment application. You must enroll at least one newly acquired Dependent when you enroll as a Subscriber.

The effective date of an enrollment resulting from marriage is no later than the first day of the month following the date your Group receives an enrollment application from the Subscriber. Enrollments due to birth, adoption, or placement for adoption are effective on the date of birth, adoption, or placement for adoption.

Special enrollment due to loss of other coverage. You may enroll as a Subscriber (along with any eligible Dependents), and existing Subscribers may add eligible Dependents, by submitting a Health Plan–approved enrollment or change of enrollment application to your Group within 30 days after loss of other coverage, if all of the following are true:

- The Subscriber or at least one of the Dependents had other coverage when he or she previously declined Health Plan coverage
- The loss of the other coverage is due to one of the following:
  - exhaustion of COBRA coverage
  - loss of eligibility or termination of employer contributions for non-COBRA coverage (but not termination for cause or for nonpayment of an individual [nongroup] plan)
  - loss of eligibility for "no share of cost" Medi-Cal or Healthy Families Program coverage (but not termination for cause)
  - reaching a lifetime maximum on all benefits

Note: If you are enrolling yourself as a Subscriber along with at least one eligible Dependent, only one of you must meet the requirements stated above.

The effective date of an enrollment resulting from loss of other coverage is no later than the first day of the month following the date your Group receives an enrollment or change of enrollment application from the Subscriber.

Special enrollment due to court or administrative order. Within 31 days after the date of a court or administrative order requiring a Subscriber to provide health care coverage for a Spouse or child who meets the eligibility requirements as a Dependent, the Subscriber may add the Spouse or child as a Dependent by submitting to your Group a Health Plan–approved enrollment or change of enrollment application.

Your Group will determine the effective date of an enrollment resulting from a court or administrative order, except that the effective date cannot be earlier than the date of the order and cannot be later than the first day of the month following the date of the order.

Special enrollment due to reemployment after military service. If you terminated your health care coverage because you were called to active duty in the uniformed services, you may be able to be reenrolled in your Group's health plan if required by state or federal law. Please ask your Group's benefits administrator for more information.

How to Obtain Services

As a Member, you are selecting our medical care program to provide your health care. You must receive all covered care from Plan Providers inside our Service Area, except as described in the sections listed below for the following Services:

- Emergency ambulance Services as described under "Ambulance Services" in the "Benefits and Cost Sharing" section
- Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section

- Authorized referrals as described under "Getting a Referral" in this "How to Obtain Services" section
- Hospice care as described under "Hospice Care" in the "Benefits and Cost Sharing" section

Our medical care program gives you access to all of the covered Services you may need, such as routine care with your own personal Plan Physician, hospital care, laboratory and pharmacy Services, Emergency Care, Urgent Care, and other benefits described in the "Benefits and Cost Sharing" section.

Your Primary Care Plan Physician

Your primary care Plan Physician plays an important role in coordinating your medical care needs, including hospital stays and referrals to specialists. We encourage you to choose a primary care Plan Physician. You may select a primary care Plan Physician from any of our available Plan Physicians who practice in these specialties: internal medicine, family medicine, and pediatrics. Also, women can select any available primary care Plan Physician from obstetrics/gynecology. You can change your primary care Plan Physician for any reason. To learn how to select a primary care Plan Physician, please call our Member Service Call Center. You can find a directory of our Plan Physicians on our Web site at **kp.org**.

Routine Care

If you need to make a routine care appointment, please refer to *Your Guidebook to Kaiser Permanente Services (Your Guidebook)* for appointment telephone numbers, or go to our Web site at **kp.org** to request an appointment online. Routine appointments are for medical needs that aren't urgent (such as routine checkups and school physicals). Try to make your routine care appointments as far in advance as possible.

Urgent Care

When you are sick or injured, you may have an Urgent Care need. An Urgent Care need is one that requires prompt medical attention but is not an Emergency Medical Condition. If you think you may need Urgent Care, call the appropriate appointment or advice nurse telephone number at a Plan Facility. Please refer to *Your Guidebook* for advice nurse and Plan Facility telephone numbers.

For information about Out-of-Area Urgent Care, please refer to the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section.

Our Advice Nurses

We know that sometimes it's difficult to know what type of care you need. That's why we have telephone advice nurses available to assist you. Our advice nurses are registered nurses (RNs) specially trained to help assess medical symptoms and provide advice over the phone, when medically appropriate. Whether you are calling for advice or to make an appointment, you can speak to an advice nurse. They can often answer questions about a minor concern, tell you what to do if a Plan Medical Office is closed, or advise you about what to do next, including making a same-day Urgent Care appointment for you if it's medically appropriate. To reach an advice nurse, please refer to *Your Guidebook* for the telephone numbers.

Getting a Referral

Referrals to Plan Providers

Primary care. Primary care Plan Physicians provide primary medical care, including pediatric care and obstetrics/gynecology care. You don't need a referral to receive primary care from Plan Physicians in the following areas: internal medicine, family medicine, obstetrics/gynecology, family planning, and pediatrics.

Specialty care. Plan Physicians who are specialists provide specialty care in areas such as surgery, orthopedics, cardiology, oncology, urology, and dermatology. A Plan Physician must refer you before you can be seen by one of our specialists except that you do not need a referral to receive care in the following areas: optometry, psychiatry, and chemical dependency. Please check *Your Guidebook* to see if your facility has other departments that don't require a referral.

Medical Group authorization procedure for certain referrals

The following Services require prior authorization by the Medical Group for the Services to be covered (prior authorization means that the Medical Group must approve the Services in advance for the Services to be covered):

- **Services not available from Plan Providers.** If your Plan Physician decides that you require covered Services not available from Plan Providers, he or she will recommend to the Medical Group that you be referred to a Non–Plan Provider inside or outside our Service Area. The appropriate Medical Group

designee will authorize the Services if he or she determines that they are Medically Necessary and are not available from a Plan Provider. Referrals to Non–Plan Physicians will be for a specific treatment plan, which may include a standing referral if ongoing care is prescribed. Please ask your Plan Physician what Services have been authorized

- **Durable medical equipment (DME).** If your Plan Physician prescribes a DME item, he or she will submit a written referral to the Plan Hospital's DME coordinator, who will authorize the DME item if he or she determines that your DME coverage includes the item and that the item is listed on our formulary for your condition. If the item doesn't appear to meet our DME formulary guidelines, then the DME coordinator will contact the Plan Physician for additional information. If the DME request still doesn't appear to meet our DME formulary guidelines, it will be submitted to the Medical Group's designee Plan Physician, who will authorize the item if he or she determines that it is Medically Necessary. For more information about our DME formulary, please refer to "Durable Medical Equipment for Home Use" in the "Benefits and Cost Sharing" section
- **Ostomy and urological supplies.** If your Plan Physician prescribes ostomy or urological supplies, he or she will submit a written referral to the Plan Hospital's designated coordinator, who will authorize the item if he or she determines that it is covered and the item is listed on our soft goods formulary for your condition. If the item doesn't appear to meet our soft goods formulary guidelines, then the coordinator will contact the Plan Physician for additional information. If the request still doesn't appear to meet our soft goods formulary guidelines, it will be submitted to the Medical Group's designee Plan Physician, who will authorize the item if he or she determines that it is Medically Necessary. For more information about our soft goods formulary, please refer to "Ostomy and Urological Supplies" in the "Benefits and Cost Sharing" section
- **Transplants.** If your Plan Physician makes a written referral for a transplant, the Medical Group's regional transplant advisory committee or board (if one exists) will authorize the Services if it determines that they are Medically Necessary. In cases where no transplant committee or board exists, the Medical Group will refer you to physician(s) at a transplant center, and the Medical Group will authorize the Services if the transplant center's physician(s) determine that they are Medically Necessary. Note: A Plan Physician may provide or authorize a corneal transplant without using this Medical Group transplant authorization procedure

Decisions regarding requests for authorization will be made only by licensed physicians or other appropriately licensed medical professionals.

Medical Group's decision time frames. The applicable Medical Group designee will make the authorization decision within the time frame appropriate for your condition, but no later than five business days after receiving all the information (including additional examination and test results) reasonably necessary to make the decision, except that decisions about urgent Services will be made no later than 72 hours after receipt of the information reasonably necessary to make the decision. If the Medical Group needs more time to make the decision because it doesn't have information reasonably necessary to make the decision, or because it has requested consultation by a particular specialist, you and your treating physician will be informed about the additional information, tests, or specialist that are needed, and the date that the Medical Group expects to make a decision.

Your treating physician will be informed of the decision within 24 hours after the decision is made. If the Services are authorized, your physician will be informed of the scope of the authorized Services. If the Medical Group does not authorize all of the Services, you will be sent a written decision and explanation within two business days after the decision is made. The letter will include information about your appeal rights, which are described in the "Dispute Resolution" section. Any written criteria that the Medical Group uses to make the decision to authorize, modify, delay, or deny the request for authorization will be made available to you upon request.

Cost Sharing. The Cost Sharing for these referral Services is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

More information. This description is only a brief summary of the authorization procedure. The policies and procedures (including a description of the authorization procedure or information about the authorization procedure applicable to some Plan Providers other than Kaiser Foundation Hospitals and the Medical Group) are available upon request from our Member Service Call Center. Please refer to "Post-Stabilization Care" in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section for authorization requirements that apply to Post-Stabilization Care.

Completion of Services from Non–Plan Providers

New Member. If you are currently receiving Services from a Non–Plan Provider in one of the cases listed below under "Eligibility" and your prior plan's coverage of the provider's Services has ended or will end when your coverage with us becomes effective, you may be eligible for limited coverage of that Non–Plan Provider's Services.

Terminated provider. If you are currently receiving covered Services in one of the cases listed below under "Eligibility" from a Plan Hospital or a Plan Physician (or certain other providers) when our contract with the provider ends (for reasons other than medical disciplinary cause or criminal activity), you may be eligible for limited coverage of that terminated provider's Services.

Eligibility. The cases that are subject to this completion of Services provision are:

- Acute conditions, which are medical conditions that involve a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and has a limited duration. We may cover these Services until the acute condition ends
- We may cover Services for serious chronic conditions until the earlier of (i) 12 months from your effective date of coverage if you are a new Member, (ii) 12 months from the termination date of the terminated provider, or (iii) the first day after a course of treatment is complete when it would be safe to transfer your care to a Plan Provider, as determined by Kaiser Permanente after consultation with the Member and Non–Plan Provider and consistent with good professional practice. Serious chronic conditions are illnesses or other medical conditions that are serious, if one of the following is true about the condition:
  - it persists without full cure
  - it worsens over an extended period of time
  - it requires ongoing treatment to maintain remission or prevent deterioration
- Pregnancy and immediate postpartum care. We may cover these Services for the duration of the pregnancy and immediate postpartum care
- Terminal illnesses, which are incurable or irreversible illnesses that have a high probability of causing death within a year or less. We may cover completion of these Services for the duration of the illness
- Care for children under age 3. We may cover completion of these Services until the earlier of (i) 12 months from the child's effective date of coverage if the child is a new Member, (ii) 12 months from the termination date of the terminated provider, or (iii) the child's third birthday
- Surgery or another procedure that is documented as part of a course of treatment and has been recommended and documented by the provider to occur within 180 days of your effective date of coverage if you are a new Member or within 180 days of the termination date of the terminated provider

To qualify for this completion of Services coverage, all of the following requirements must be met:

- Your Health Plan coverage is in effect on the date you receive the Service
- For new Members, your prior plan's coverage of the provider's Services has ended or will end when your coverage with us becomes effective
- You are receiving Services in one of the cases listed above from a Non–Plan Provider on your effective date of coverage if you are a new Member, or from the terminated Plan Provider on the provider's termination date
- For new Members, when you enrolled in Health Plan, you did not have the option to continue with your previous health plan or to choose another plan (including an out-of-network option) that would cover the Services of your current Non–Plan Provider
- The provider agrees to our standard contractual terms and conditions, such as conditions pertaining to payment and to providing Services inside our Service Area
- The Services to be provided to you would be covered Services under this *EOC* if provided by a Plan Provider
- You request completion of Services within 30 days (or as soon as reasonably possible) from your effective date of coverage if you are a new Member or from the termination date of the Plan Provider

Cost Sharing. The Cost Sharing for completion of Services is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

More information. For more information about this provision, or to request the Services or a copy of our "Completion of Covered Services" policy, please call our Member Service Call Center.

Second Opinions

If you request a second opinion, it will be provided to you when Medically Necessary by an appropriately qualified medical professional. This is a physician who is acting within his or her scope of practice and who possesses a clinical background related to the illness or condition associated with the request for a second medical opinion. Here are some examples of when a second opinion is Medically Necessary:

- Your Plan Physician has recommended a procedure and you are unsure about whether the procedure is reasonable or necessary
- You question a diagnosis or plan of care for a condition that threatens substantial impairment or loss of life, limb, or bodily functions
- The clinical indications are not clear or are complex and confusing
- A diagnosis is in doubt due to conflicting test results
- The Plan Physician is unable to diagnose the condition
- The treatment plan in progress is not improving your medical condition within an appropriate period of time, given the diagnosis and plan of care
- You have concerns about the diagnosis or plan of care

You can either ask your Plan Physician to help you arrange for a second medical opinion, or you can make an appointment with another Plan Physician. If the Medical Group determines that there isn't a Plan Physician who is an appropriately qualified medical professional for your condition, the Medical Group will authorize a referral to a Non–Plan Physician for a Medically Necessary second opinion.

Cost Sharing. The Cost Sharing for these referral Services is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section.

Contracts with Plan Providers

How Plan Providers are paid

Health Plan and Plan Providers are independent contractors. Plan Providers are paid in a number of ways, such as salary, capitation, per diem rates, case rates, fee for service, and incentive payments. To learn more about how Plan Physicians are paid to provide or arrange medical and hospital care for Members, please ask your Plan Physician or call our Member Service Call Center.

Financial liability

Our contracts with Plan Providers provide that you are not liable for any amounts we owe. However, you may be liable for the cost of noncovered Services you obtain from Plan Providers or Non–Plan Providers.

Termination of a Plan Provider's contract

If our contract with any Plan Provider terminates while you are under the care of that provider, we will retain financial responsibility for covered care you receive from that provider until we make arrangements for the Services to be provided by another Plan Provider and notify you of the arrangements. You may be eligible to receive Services from a terminated provider; please refer to "Completion of Services from Non–Plan Providers" under "Getting a Referral" in this "How to Obtain Services" section.

Provider groups and hospitals. If you are assigned to a provider group or hospital whose contract with us terminates, or if you live within 15 miles of a hospital whose contract with us terminates, we will give you written notice at least 60 days before the termination (or as soon as reasonably possible).

Visiting Other Regions

If you visit the service area of another Region temporarily (not more than 90 days), you can receive visiting member care from designated providers in that area. Visiting member care is described in our visiting member brochure. Visiting member care and your out-of-pocket costs may differ from the covered Services and Cost Sharing described in this *EOC*.

The 90-day limit on visiting member care does not apply to a Dependent child who attends an accredited college or accredited vocational school. The service areas and facilities where you may obtain visiting member care may change at any time without notice.

Please call our Member Service Call Center for more information about visiting member care, including facility locations in the service area of another Region, and to request a copy of the visiting member brochure.

Your Identification Card

Each Member's Kaiser Permanente identification card has a medical record number on it, which you will need when you call for advice, make an appointment, or go to a provider for covered care. When you get care, please bring your Kaiser Permanente ID card and a photo ID. Your medical record number is used to identify your

medical records and membership information. Your medical record number should never change. Please call our Member Service Call Center if we ever inadvertently issue you more than one medical record number or if you need to replace your Kaiser Permanente ID card.

Your ID card is for identification only. To receive covered Services, you must be a current Member. Anyone who is not a Member will be billed as a non-Member for any Services he or she receives. If you let someone else use your ID card, we may keep your ID card and terminate your membership as described under "Termination for Cause" in the "Termination of Membership" section.

Getting Assistance

We want you to be satisfied with the health care you receive from Kaiser Permanente. If you have any questions or concerns, please discuss them with your primary care Plan Physician or with other Plan Providers who are treating you. They are committed to your satisfaction and want to help you with your questions.

Most Plan Facilities have an office staffed with representatives who can provide assistance if you need help obtaining Services. At different locations, these offices may be called Member Services, Patient Assistance, or Customer Service. In addition, our Member Service Call Center representatives are available to assist you weekdays from 7 a.m. to 7 p.m. and weekends from 7 a.m. to 3 p.m. (except holidays) toll free at 1-800-464-4000 or 1-800-777-1370 (TTY for the deaf, hard of hearing, or speech impaired). For your convenience, you can also contact us through our Web site at **kp.org**.

Member Services representatives at our Plan Facilities and Member Service Call Center can answer any questions you have about your benefits, available Services, and the facilities where you can receive care. For example, they can explain your Health Plan benefits, how to make your first medical appointment, what to do if you move, what to do if you need care while you are traveling, and how to replace your ID card. These representatives can also help you if you need to file a claim as described in the "Requests for Payment or Services" section or with any issues as described in the "Dispute Resolution" section.

Plan Facilities

At most of our Plan Facilities, you can usually receive all the covered Services you need, including specialty care, pharmacy, and lab work. You are not restricted to a particular Plan Facility, and we encourage you to use the facility that will be most convenient for you:

- All Plan Hospitals provide inpatient Services and are open 24 hours a day, seven days a week
- Emergency Care is available from Plan Hospital Emergency Departments as described in *Your Guidebook* (please refer to *Your Guidebook* for Emergency Department locations in your area)
- Same-day Urgent Care appointments are available at many locations (please refer to *Your Guidebook* for Urgent Care locations in your area)
- Many Plan Medical Offices have evening and weekend appointments
- Many Plan Facilities have a Member Services Department (refer to *Your Guidebook* for locations in your area)

Plan Hospitals and Plan Medical Offices

The following is a list of Plan Hospitals and most Plan Medical Offices in our Service Area. Please refer to *Your Guidebook* for the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services. Additional Plan Medical Offices are listed in *Your Guidebook* and on our Web site at **kp.org**. This list is subject to change at any time without notice. If there is a change to this list of Plan Facilities, we will update this list in any Plan evidence of coverage issued after that date. If you have any questions about the current locations of Plan Facilities, please call our Member Service Call Center.

Alameda

- Medical Offices: 2417 Central Ave.

Antioch

- Hospital and Medical Offices: 5601 Deer Valley Rd.
- Medical Offices: 3400 Delta Fair Blvd.

Campbell

- Medical Offices: 220 E. Hacienda Ave.

Clovis

- Medical Offices: 2071 Herndon Ave.

Daly City

- Medical Offices: 395 Hickey Blvd.

Davis

- Medical Offices: 1955 Cowell Blvd.

Elk Grove

- Medical Offices: 9201 Big Horn Blvd.

Fairfield

- Medical Offices: 1550 Gateway Blvd.

Folsom

- Medical Offices: 2155 Iron Point Rd.

Fremont

- Hospital and Medical Offices: 39400 Paseo Padre Pkwy.
- Medical Offices: 43971 Boscell Road

Fresno

- Hospital and Medical Offices: 7300 N. Fresno St.

Gilroy

- Medical Offices: 7520 Arroyo Circle

Hayward

- Hospital and Medical Offices: 27400 Hesperian Blvd.

Lincoln

- Medical Offices: 1900 Dresden Dr.

Livermore

- Medical Offices: 3000 Las Positas Rd.

Manteca

- Hospital and Medical Offices: 1777 W. Yosemite Ave.
- Medical Offices: 1721 W. Yosemite Ave.

Martinez

- Medical Offices: 200 Muir Rd.

Mill Valley

- Medical Offices: 1206 Strawberry Village

Milpitas

- Medical Offices: 770 E. Calaveras Blvd.

Modesto

- Medical Offices: 3800 Dale Rd. and 4601 Dale Rd.
- Please refer to *Your Guidebook* for other Plan Providers in Stanislaus County

Mountain View

- Medical Offices: 555 Castro St.

Napa

- Medical Offices: 3285 Claremont Way

Novato

- Medical Offices: 97 San Marin Dr.

Oakhurst

- Medical Offices: 40595 Westlake Dr.

Oakland

- Hospital and Medical Offices: 280 W. MacArthur Blvd.

Petaluma

- Medical Offices: 3900 Lakeville Hwy.

Pleasanton

- Medical Offices: 7601 Stoneridge Dr.

Rancho Cordova

- Medical Offices: 10725 International Dr.

Redwood City

- Hospital and Medical Offices: 1150 Veterans Blvd.

Richmond

- Hospital and Medical Offices: 901 Nevin Ave.

Rohnert Park

- Medical Offices: 5900 State Farm Dr.

Roseville

- Hospital and Medical Offices: 1600 Eureka Rd.
- Medical Offices: 1001 Riverside Ave.

Sacramento

- Hospitals and Medical Offices: 2025 Morse Ave. and 6600 Bruceville Rd.
- Medical Offices: 1650 Response Rd. and 2345 Fair Oaks Blvd.

San Bruno

- Medical Offices: 901 El Camino Real

San Francisco

- Hospital and Medical Offices: 2425 Geary Blvd.

San Jose

- Hospital and Medical Offices: 250 Hospital Pkwy.

San Rafael

- Hospital and Medical Offices: 99 Montecillo Rd.
- Medical Offices: 1033 3rd St.

Santa Clara

- Hospital and Medical Offices: 710 Lawrence Expwy.

Santa Rosa

- Hospital and Medical Offices: 401 Bicentennial Way

Selma

- Medical Offices: 2651 Highland Ave.

South San Francisco

- Hospital and Medical Offices: 1200 El Camino Real

Stockton

- Hospital: 525 W. Acacia St. (Dameron Hospital)
- Medical Offices: 7373 West Ln.

Tracy

- Medical Offices: 2185 W. Grant Line Rd.

Turlock

- Hospital: 825 Delbon Ave. (Emanuel Medical Center)

Union City

- Medical Offices: 3553 Whipple Rd.

Vacaville

- Medical Offices: 3700 Vaca Valley Pkwy.

Vallejo

- Hospital and Medical Offices: 975 Sereno Dr.

Walnut Creek

- Hospital and Medical Offices: 1425 S. Main St.
- Medical Offices: 320 Lennon Ln.

Your Guidebook to Kaiser Permanente Services

Plan Medical Offices and Plan Hospitals for your area are listed in greater detail in *Your Guidebook to Kaiser Permanente Services (Your Guidebook). Your Guidebook* describes the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services. It includes additional facilities that are not listed in this "Plan Facilities" section. Also, it explains how to use our Services and make appointments, lists hours of operation, and includes a detailed telephone directory for appointments and advice. *Your Guidebook* provides other important information, such as preventive care guidelines and your Member rights and responsibilities. *Your Guidebook* is subject to change and is periodically updated. You can get a copy by calling our Member Service Call Center or by visiting our Web site at **kp.org**.

Note: State law requires evidence of coverage documents to include the following notice: "Some hospitals and other providers do not provide one or more of the following services that may be covered under your plan contract and that you or your family member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective doctor, medical group, independent practice association, or clinic, or call the Kaiser Permanente Member Service Call Center, to ensure that you can obtain the health care services that you need."

Please be aware that if a Service is covered but not available at a particular Plan Facility, we will make it available to you at another facility.

Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers

This "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section explains how to obtain covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care from Non–Plan Providers. We do not cover the Non–Plan Provider care discussed in this section unless it meets both of the following requirements:

- This "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section says that we cover the care
- The care would be covered under the "Benefits and Cost Sharing" section (subject to the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section) if you received the care from a Plan Provider

For example, we will not cover non-Plan Skilled Nursing Facility care as part of authorized Post-Stabilization Care unless both of the following are true:

- This "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section says that we cover the care (we authorize the care and the care meets the definition of "Post-Stabilization Care")
- The care would be covered under "Skilled Nursing Facility Care" in the "Benefits and Cost Sharing" section (subject to the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section) if you received the care from a Plan Skilled Nursing Facility inside our Service Area

Prior Authorization

You do not need to get prior authorization from us to get Emergency Care or Out-of-Area Urgent Care from Non–Plan Providers. However, you must get prior authorization from us for Post-Stabilization Care from Non–Plan Providers (prior authorization means that we must approve the Services in advance for the Services to be covered).

Emergency Care

If you have an Emergency Medical Condition, call 911 or go to the nearest hospital. When you have an Emergency Medical Condition, we cover Emergency Care anywhere in the world.

An Emergency Medical Condition is: (1) a medical or psychiatric condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that you could reasonably expect the absence of immediate medical attention to result in serious jeopardy to your health or body functions or organs; or (2) active labor when there isn't enough time for safe transfer to a Plan Hospital (or designated hospital) before delivery or if transfer poses a threat to your (or your unborn child's) health and safety.

For ease and continuity of care, we encourage you to go to a Plan Hospital Emergency Department listed in *Your Guidebook* if you are inside our Service Area, but only if it is reasonable to do so, considering your condition or symptoms.

Post-Stabilization Care

Post-Stabilization Care is the Services you receive after your treating physician determines that your Emergency Medical Condition is Clinically Stable. We cover Post-Stabilization Care from a Non–Plan Provider, including inpatient care at a Non–Plan Hospital, only if we provide prior authorization for the care.

To request authorization to receive Post-Stabilization Care from a Non–Plan Provider, you must call us toll free at **1-800-225-8883** (TTY users call 711) or the notification telephone number on your Kaiser Permanente ID card *before* you receive the care if it is reasonably possible to do so (otherwise, call us as soon as reasonably possible). After we are notified, we will discuss your condition with the Non–Plan Provider. If we decide that your Post-Stabilization Care would be covered if you received it from a Plan Provider, we will authorize your care from the Non–Plan Provider or arrange to have a Plan Provider (or other designated provider) provide the care. If we decide to have a Plan Hospital, Plan Skilled Nursing Facility, or designated Non–Plan Provider provide your care, we may authorize special transportation services that are medically required to get you to the provider. This may include transportation that is otherwise not covered.

Be sure to ask the Non–Plan Provider to tell you what care (including any transportation) we have authorized because we will not cover unauthorized Post-Stabilization Care or related transportation provided by Non–Plan Providers.

We understand that extraordinary circumstances can delay your ability to call us to request authorization for Post-Stabilization Care from a Non–Plan Provider, for example, if a young child is without a parent or guardian present, or you are unconscious. In these cases, you must call us as soon as reasonably possible. Please keep in mind that anyone can call us for you. We do not cover any care you receive from Non–Plan Providers after you're Clinically Stable unless we authorize it, so if you don't call as soon as reasonably possible, you increase the risk that you will have to pay for this care.

Out-of-Area Urgent Care

If you have an Urgent Care need due to an unforeseen illness, unforeseen injury, or unforeseen complication of an existing condition (including pregnancy), we cover Medically Necessary Services to prevent serious deterioration of your (or your unborn child's) health from a Non–Plan Provider if all of the following are true:

- You receive the Services from Non–Plan Providers while you are temporarily outside our Service Area
- You reasonably believed that your (or your unborn child's) health would seriously deteriorate if you delayed treatment until you returned to our Service Area

Follow-up Care

We do not cover follow-up care provided by Non–Plan Providers unless it is covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care described in this "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section.

Payment and Reimbursement

If you receive Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care from a Non–Plan Provider, you must pay the provider and file a claim for

reimbursement unless the provider agrees to bill us. Also, you may be required to pay and file a claim for any Services prescribed by a Non–Plan Provider in conjunction with covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care even if you receive the Services from a Plan Provider, such as a Plan Pharmacy. To request payment or reimbursement, you must file a claim as described under "Requests for Payment" in the "Requests for Payment or Services" section.

Cost Sharing

The Cost Sharing for Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care from a Non–Plan Provider is the Cost Sharing required for Services provided by a Plan Provider as described in the "Benefits and Cost Sharing" section. We will reduce any payment we make to you or the Non–Plan Provider by applicable Cost Sharing.

Benefits and Cost Sharing

We cover the Services described in this "Benefits and Cost Sharing" section, subject to all provisions in the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section, only if all of the following conditions are satisfied:

- The Services are Medically Necessary
- The Services are provided, prescribed, authorized, or directed by a Plan Physician except where specifically noted to the contrary in the sections listed below for the following Services:
  - emergency ambulance Services as described under "Ambulance Services" in this "Benefits and Cost Sharing" section
  - Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section
- You receive the Services from Plan Providers inside our Service Area, except where specifically noted to the contrary in the sections listed below for the following Services:
  - emergency ambulance Services as described under "Ambulance Services" in this "Benefits and Cost Sharing" section
  - Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section
  - authorized referrals as described under "Getting a Referral" in the "How to Obtain Services" section
  - hospice care as described under "Hospice Care" in this "Benefits and Cost Sharing" section

The only Services we cover under this *EOC* are those that this "Benefits and Cost Sharing" section says that we cover, subject to exclusions and limitations described in this "Benefits and Cost Sharing" section and to all provisions in the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section. The "Exclusions, Limitations, Coordination of Benefits, and Reductions" section describes exclusions, limitations, reductions, and coordination of benefits provisions that apply to all Services that would otherwise be covered. When an exclusion or limitation applies only to a particular benefit, it is listed in the description of that benefit in this "Benefits and Cost Sharing" section. Also, please refer to:

- The "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section for information about how to obtain covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care from Non–Plan Providers
- *Your Guidebook* for the types of covered Services that are available from each Plan Facility in your area, because some facilities provide only specific types of covered Services

Cost Sharing (Copayments and Coinsurance)

At the time you receive covered Services, you must pay your Cost Sharing amounts as described in this "Benefits and Cost Sharing" section. If you receive more than one Service from a provider, or Services from more than one provider, you may be required to pay separate Cost Sharing amounts for each Service and each provider. For example, if you receive Services from two specialists in one visit, you may have to pay the Cost Sharing for two specialist visits. Similarly, if your physician performs a procedure immediately after a consultation, you may have to pay separate Cost Sharing amounts for the consultation visit and for the procedure. If you have questions about Cost Sharing, please contact our Member Service Call Center.

In some cases, we may agree to bill you for your Cost Sharing amount.

Copayments and Coinsurance

The Copayment or Coinsurance you must pay for each covered Service is described in this "Benefits and Cost Sharing" section. Cost Sharing is due at the time you receive the Services, except for the following:

- For items ordered in advance, you pay the Cost Sharing in effect on the order date (although we will not cover the item unless you still have coverage for it on the date you receive it) and you may be required to pay the Cost Sharing before the item is ordered

Annual out-of-pocket maximum

There is a limit to the total amount of Cost Sharing you must pay under this *EOC* in a calendar year for all of the covered Services listed below that you receive in the same calendar year. The limit is one of the following amounts:

- **$1,500** per calendar year for self-only enrollment (a Family Unit of one Member)
- **$1,500** per calendar year for any one Member in a Family Unit of two or more Members
- **$3,000** per calendar year for an entire Family Unit of two or more Members

If you are a Member in a Family Unit of two or more Members, you reach the annual out-of-pocket maximum either when you meet the maximum for any one Member, or when your Family Unit reaches the Family Unit maximum. For example, suppose you have reached the **$1,500** maximum. For Services subject to the maximum, you will not pay any more Cost Sharing during the rest of the calendar year, but each other Member in your Family Unit must continue to pay Cost Sharing during the calendar year until your Family Unit reaches the maximum of **$3,000**.

Payments that count toward the maximum. The Copayments and Coinsurance you pay for the following Services apply toward the annual out-of-pocket maximum:

- Administered drugs
- Ambulance Services
- Amino acid–modified products used to treat congenital errors of amino acid metabolism (such as phenylketonuria)
- Diabetic testing supplies and equipment and insulin-administration devices
- Emergency Department visits
- Home health care
- Hospice care
- Hospital care
- Imaging, laboratory, and special procedures
- Office visits (including professional Services such as dialysis treatment, health education, and physical, occupational, and speech therapy)
- Outpatient surgery
- Prosthetic and orthotic devices

Keeping track of the maximum. When you pay a Cost Sharing amount for a Service that applies toward the annual out-of-pocket maximum, ask for and keep the receipt. When the receipts add up to the annual out-of-pocket maximum, please call our Member Service Call Center to find out where to turn in your receipts. When you turn them in, we will give you a document stating that you don't have to pay any more Cost Sharing for Services subject to the annual out-of-pocket maximum through the end of the calendar year.

Preventive Care Services

We cover a variety of preventive care Services, which are Services to help keep you healthy or to prevent illness. This "Preventive Care Services" section lists examples of preventive care Services, but it does not explain coverage. These preventive care Services remain subject to the Cost Sharing and all other coverage requirements described in this "Benefits and Cost Sharing" section and all provisions in the "Exclusions, Limitations, Coordination of Benefits, and Reductions" section:

- Family planning visits
- Flexible sigmoidoscopies
- Health Education
- Vaccines
- Mammograms
- Routine preventive retinal photography screenings
- Routine preventive physical exams, including well-woman visits and eye refraction and hearing exams
- Scheduled prenatal visits and first postpartum visit
- Tuberculosis tests
- Well-child preventive care visits (0–23 months)
- The following laboratory tests:
  - cervical cancer screening including screening for HPV
  - cholesterol tests (lipid panel and profile)
  - diabetes screening (fasting blood glucose tests)
  - fecal occult blood tests
  - HIV tests
  - prostate specific antigen tests
  - STD tests

Outpatient Care

We cover the following outpatient care for preventive medicine, diagnosis, and treatment subject to the Cost Sharing indicated:

- Primary and specialty care visits: **a $15 Copayment per visit**, except for the following:
  - well-child preventive care visits (0–23 months): **a $5 Copayment per visit**
  - after confirmation of pregnancy, the normal series of regularly scheduled preventive care prenatal visits and the first postpartum visit: **a $5 Copayment per visit**
  - allergy injection visits: **a $3 Copayment per visit**
- Routine preventive physical exams, including well-woman visits: **a $15 Copayment per visit**
- Routine preventive hearing tests to determine the need for hearing correction: **a $15 Copayment per visit**
- Routine preventive refraction exams to determine the need for vision correction and to provide a prescription for eyeglass lenses: **a $15 Copayment per visit**
- Family planning visits for counseling, or to obtain emergency contraceptive pills, injectable contraceptives, internally implanted time-release contraceptives, or intrauterine devices (IUDs): **a $15 Copayment per visit**
- Outpatient surgery and other outpatient procedures: **a $15 Copayment per procedure**
- Voluntary termination of pregnancy: **a $15 Copayment per procedure**
- Physical, occupational, and speech therapy: **a $15 Copayment per visit**
- Physical, occupational, and speech therapy provided in our organized, multidisciplinary rehabilitation day-treatment program: **a $15 Copayment per day**
- Emergency Department visits: **a $15 Copayment per visit**. This Copayment does not apply if you are admitted directly to the hospital as an inpatient (it does apply if you are admitted as anything other than an inpatient; for example, it does apply if you are admitted for observation)
- House calls by a Plan Physician (or a Plan Provider who is a registered nurse) inside our Service Area when care can best be provided in your home as determined by a Plan Physician: **no charge**
- Blood, blood products, and their administration: **no charge**
- Administered drugs (drugs, injectables, radioactive materials used for therapeutic purposes, and allergy test and treatment materials) prescribed in accord with our drug formulary guidelines, if administration or observation by medical personnel is required and they are administered to you in a Plan Medical Office or during home visits: **no charge**
- Vaccines (immunizations) administered to you in a Plan Medical Office: **no charge**
- Some types of outpatient visits may be available as group appointments, which are covered at **a $7 Copayment per visit**

The following types of outpatient Services are covered only as described under these headings in this "Benefits and Cost Sharing" section:

- Chemical Dependency Services
- Dental Services for Radiation Treatment and Dental Anesthesia
- Dialysis Care
- Durable Medical Equipment for Home Use
- Health Education
- Hearing Services
- Home Health Care
- Hospice Care
- Infertility Services
- Mental Health Services
- Ostomy and Urological Supplies
- Outpatient Imaging, Laboratory, and Special Procedures
- Outpatient Prescription Drugs, Supplies, and Supplements
- Prosthetic and Orthotic Devices
- Reconstructive Surgery
- Services Associated with Clinical Trials
- Transplant Services
- Vision Services

Hospital Inpatient Care

We cover the following inpatient Services at **no charge** in a Plan Hospital, when the Services are generally and customarily provided by acute care general hospitals inside our Service Area:

- Room and board, including a private room if Medically Necessary
- Specialized care and critical care units

- General and special nursing care
- Operating and recovery rooms
- Services of Plan Physicians, including consultation and treatment by specialists
- Anesthesia
- Drugs prescribed in accord with our drug formulary guidelines (for discharge drugs prescribed when you are released from the hospital, please refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Radioactive materials used for therapeutic purposes
- Durable medical equipment and medical supplies
- Imaging, laboratory, and special procedures
- Blood, blood products, and their administration
- Obstetrical care and delivery (including cesarean section). Note: If you are discharged within 48 hours after delivery (or within 96 hours if delivery is by cesarean section), your Plan Physician may order a follow-up visit for you and your newborn to take place within 48 hours after discharge
- Physical, occupational, and speech therapy (including treatment in our organized, multidisciplinary rehabilitation program)
- Respiratory therapy
- Medical social services and discharge planning

The following types of inpatient Services are covered only as described under the following headings in this "Benefits and Cost Sharing" section:

- Chemical Dependency Services
- Dental Services for Radiation Treatment and Dental Anesthesia
- Dialysis Care
- Hospice Care
- Infertility Services
- Mental Health Services
- Prosthetic and Orthotic Devices
- Reconstructive Surgery
- Services Associated with Clinical Trials
- Skilled Nursing Facility Care
- Transplant Services

Ambulance Services

Emergency

When you have an Emergency Medical Condition, we cover emergency Services of a licensed ambulance anywhere in the world at **no charge**. In accord with the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section, we cover emergency ambulance Services that are not ordered by us only if one of the following is true:

- Your treating physician determines that you must be transported to another facility when you are not Clinically Stable because the care you need is not available at the treating facility
- You are not already being treated, and you reasonably believe that your condition requires ambulance transportation

Nonemergency

Inside our Service Area, we cover nonemergency ambulance and psychiatric transport van Services at **no charge** if a Plan Physician determines that your condition requires the use of Services that only a licensed ambulance (or psychiatric transport van) can provide and that the use of other means of transportation would endanger your health. These Services are covered only when the vehicle transports you to or from covered Services.

Ambulance Services exclusion

- Transportation by car, taxi, bus, gurney van, wheelchair van, and any other type of transportation (other than a licensed ambulance or psychiatric transport van), even if it is the only way to travel to a Plan Provider

Chemical Dependency Services

Inpatient detoxification

We cover hospitalization at **no charge** in a Plan Hospital only for medical management of withdrawal symptoms, including room and board, Plan Physician Services, drugs, dependency recovery Services, education, and counseling.

Outpatient chemical dependency care

We cover the following Services for treatment of chemical dependency:

- Day-treatment programs (each day in a day-treatment program counts as one visit)
- Intensive outpatient programs (each day in an intensive outpatient program counts as one visit)

- Individual and group chemical dependency counseling visits
- Visits for the purpose of medical treatment for withdrawal symptoms

You pay the following for these covered Services:

- Individual visits: **a $15 Copayment per visit**
- Group visits: **a $5 Copayment per visit**

We cover methadone maintenance treatment at **no charge** for pregnant Members during pregnancy and for two months after delivery at a licensed treatment center approved by the Medical Group. We do not cover methadone maintenance treatment in any other circumstances.

Transitional residential recovery Services

We cover up to 60 days per calendar year of chemical dependency treatment in a nonmedical transitional residential recovery setting approved in writing by the Medical Group. We cover these Services at **a $100 Copayment per admission**. We do not cover more than 120 days of covered care in any five-consecutive-calendar-year period. These settings provide counseling and support services in a structured environment.

Residential rehabilitation

We cover up to 30 days per calendar year in a residential rehabilitation program approved in writing by the Medical Group. We cover these Services at **no charge**.

Note: The following Services are not covered under this "Chemical Dependency Services" section:

- Outpatient laboratory Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient self-administered drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)

Chemical dependency Services exclusion

- Services in a specialized facility for alcoholism, drug abuse, or drug addiction except as otherwise described in this "Chemical Dependency Services" section

Dental Services for Radiation Treatment and Dental Anesthesia

Dental Services for radiation treatment

We cover dental evaluation, X-rays, fluoride treatment, and extractions necessary to prepare your jaw for radiation therapy of cancer in your head or neck at **a $15 Copayment per visit** if a Plan Physician provides the Services or if the Medical Group authorizes a referral to a dentist (as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section).

Dental anesthesia

For dental procedures at a Plan Facility, we provide general anesthesia and the facility's Services associated with the anesthesia if all of the following are true:

- You are under age 7, or you are developmentally disabled, or your health is compromised
- Your clinical status or underlying medical condition requires that the dental procedure be provided in a hospital or outpatient surgery center
- The dental procedure would not ordinarily require general anesthesia

We do not cover any other Services related to the dental procedure, such as the dentist's Services.

For covered dental anesthesia Services, you will pay the **Cost Sharing that you would pay for hospital inpatient care or outpatient surgery, depending on the setting**.

Note: Outpatient prescription drugs are not covered under this "Dental Services for Radiation Treatment and Dental Anesthesia" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Dialysis Care

If the following criteria are met, we cover dialysis Services related to acute renal failure and end-stage renal disease:

- The Services are provided inside our Service Area
- You satisfy all medical criteria developed by the Medical Group and by the facility providing the dialysis
- A Plan Physician provides a written referral for care at the facility

After the referral to a dialysis facility, we cover equipment, training, and medical supplies required for home dialysis.

You pay the following for these covered Services related to dialysis:

- Inpatient dialysis care: **no charge**
- One routine office visit per month with the multidisciplinary nephrology team: **no charge**
- All other office visits: **a $15 Copayment per visit**
- Hemodialysis treatment: **a $15 Copayment per visit**

Note: The following Services are not covered under this "Dialysis Care" section:

- Laboratory Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)

Durable Medical Equipment for Home Use

Inside our Service Area, we cover durable medical equipment (DME) for use in your home (or another location used as your home) in accord with our DME formulary guidelines. DME for home use is an item that is intended for repeated use, primarily and customarily used to serve a medical purpose, generally not useful to a person who is not ill or injured, and appropriate for use in the home.

Coverage is limited to the standard item of equipment that adequately meets your medical needs. Covered DME, including repair and replacement of covered DME, is covered at **no charge**. We decide whether to rent or purchase the equipment, and we select the vendor. We will repair or replace the equipment, unless the repair or replacement is due to loss or misuse. You must return the equipment to us or pay us the fair market price of the equipment when we are no longer covering it.

DME items for diabetes

The following diabetes blood-testing supplies and equipment and insulin-administration devices are covered under this "Durable Medical Equipment for Home Use" section:

- Blood glucose monitors and their supplies (such as blood glucose monitor test strips, lancets, and lancet devices)
- Insulin pumps and supplies to operate the pump

Outside the Service Area

We do not cover most DME for home use outside our Service Area. However, if you live outside our Service Area, we cover the following DME items (subject to the Cost Sharing and all other coverage requirements that apply to DME for home use inside our Service Area) when the item is dispensed at a Plan Facility:

- Standard curved handle cane
- Standard crutches
- For diabetes blood testing, blood glucose monitors and their supplies (such as blood glucose monitor test strips, lancets, and lancet devices) from a Plan Pharmacy
- Insulin pumps and supplies to operate the pump (but not including insulin or any other drugs), after completion of training and education on the use of the pump
- Nebulizers and their supplies for the treatment of pediatric asthma
- Peak flow meters from a Plan Pharmacy

About our DME formulary

Our DME formulary includes the list of DME that has been approved by our DME Formulary Executive Committee for our Members. Our DME formulary was developed by a multidisciplinary clinical and operational work group with review and input from Plan Physicians and medical professionals with DME expertise (for example: physical, respiratory, and enterostomal therapists and home health). A multidisciplinary DME Formulary Executive Committee is responsible for reviewing and revising the DME formulary. Our DME formulary is periodically updated to keep pace with changes in medical technology and clinical practice. To find out whether a particular DME item is included in our DME formulary, please call our Member Service Call Center.

Our formulary guidelines allow you to obtain nonformulary DME items (those not listed on our DME formulary for your condition) if they would otherwise be covered and the Medical Group determines that they are Medically Necessary as described in "Medical Group authorization procedure for certain referrals" under

"Getting a Referral" in the "How to Obtain Services" section.

Note: The following items are not covered under this "Durable Medical Equipment for Home Use" section:

- Diabetes urine-testing supplies and insulin-administration devices other than insulin pumps (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- DME related to the terminal illness for Members who are receiving covered hospice care (instead, refer to "Hospice Care" in this "Benefits and Cost Sharing" section)

Durable medical equipment for home use exclusions

- Comfort, convenience, or luxury equipment or features
- Exercise or hygiene equipment
- Dental appliances
- Nonmedical items, such as sauna baths or elevators
- Modifications to your home or car
- Devices for testing blood or other body substances (except diabetes blood glucose monitors and their supplies)
- Electronic monitors of the heart or lungs except infant apnea monitors

Health Education

We cover a variety of healthy living (health education) programs to help you take an active role in protecting and improving your health, including programs for tobacco-cessation, stress management, and chronic conditions (such as diabetes and asthma). We cover individual office visits at **a $15 Copayment per visit**. We provide all other covered Services at **no charge**. You can also participate in programs that we don't cover, which may require that you pay a fee.

For more information about our healthy living programs, please contact your local Health Education Department or call our Member Service Call Center, or go to our Web site at **kp.org.** *Your Guidebook* also includes information about our healthy living programs.

Hearing Services

We cover the following:

- Hearing tests to determine the appropriate hearing aid: **no charge**
- A **$2,500 Allowance** for each ear toward the price of a hearing aid every 36 months when prescribed by a Plan Physician or by a Plan Provider who is an audiologist. We will cover hearing aids for both ears only if both aids are required to provide significant improvement that is not obtainable with only one hearing aid. We will not provide the Allowance if we have covered (or provided an Allowance for) a hearing aid within the previous 36 months. Also, the Allowance can only be used at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later
- Visits to verify that the hearing aid conforms to the prescription: **no charge**
- Visits for fitting, counseling, adjustment, cleaning, and inspection after the warranty is exhausted: **no charge**

We select the provider or vendor that will furnish the covered hearing aid. Coverage is limited to the types and models of hearing aids furnished by the provider or vendor.

Note: The following Services are not covered under this "Hearing Services" section:

- Hearing tests to determine the need for hearing correction (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Services related to the ear or hearing other than those related to hearing aids described in this section (instead, refer to the applicable heading in this "Benefits and Cost Sharing" section)
- Cochlear implants and osseointegrated external hearing devices (instead, refer to "Prosthetic and Orthotic Devices" in this "Benefits and Cost Sharing" section)

Hearing Services exclusions

- Internally implanted hearing aids
- Replacement parts and batteries, repair of hearing aids, and replacement of lost or broken hearing aids (the manufacturer warranty may cover some of these)

Home Health Care

Home health care means Services provided in the home by nurses, medical social workers, home health aides,

and physical, occupational, and speech therapists. We cover home health care at **no charge** only if all of the following are true:

- You are substantially confined to your home (or a friend's or relative's home)
- Your condition requires the Services of a nurse, physical therapist, or speech therapist (home health aide Services are not covered unless you are also getting covered home health care from a nurse, physical therapist, or speech therapist that only a licensed provider can provide)
- A Plan Physician determines that it is feasible to maintain effective supervision and control of your care in your home and that the Services can be safely and effectively provided in your home
- The Services are provided inside our Service Area

We cover only part-time or intermittent home health care, as follows:

- Up to two hours per visit for visits by a nurse, medical social worker, or physical, occupational, or speech therapist, and up to four hours per visit for visits by a home health aide
- Up to three visits per day (counting all home health visits)
- Up to 100 visits per calendar year (counting all home health visits)

Note: If a visit by a nurse, medical social worker, or physical, occupational, or speech therapist lasts longer than two hours, then each additional increment of two hours counts as a separate visit. If a visit by a home health aide lasts longer than four hours, then each additional increment of four hours counts as a separate visit. For example, if a nurse comes to your home for three hours and then leaves, that counts as two visits. Also, each person providing Services counts toward these visit limits. For example, if a home health aide and a nurse are both at your home during the same two hours, that counts as two visits.

The following types of Services are covered in the home only as described under these headings in this "Benefits and Cost Sharing" section:

- Dialysis Care
- Durable Medical Equipment for Home Use
- Ostomy and Urological Supplies
- Outpatient Prescription Drugs, Supplies, and Supplements
- Prosthetic and Orthotic Devices

Home health care exclusions

- Care of a type that an unlicensed family member or other layperson could provide safely and effectively in the home setting after receiving appropriate training. This care is excluded even if we would cover the care if it were provided by a qualified medical professional in a hospital or a Skilled Nursing Facility
- Care in the home if the home is not a safe and effective treatment setting

Hospice Care

Hospice care is a specialized form of interdisciplinary health care designed to provide palliative care and to alleviate the physical, emotional, and spiritual discomforts of a Member experiencing the last phases of life due to a terminal illness. It also provides support to the primary caregiver and the Member's family. A Member who chooses hospice care is choosing to receive palliative care for pain and other symptoms associated with the terminal illness, but not to receive care to try to cure the terminal illness. You may change your decision to receive hospice care benefits at any time.

We cover the hospice Services listed below at **no charge** only if all of the following requirements are met:

- A Plan Physician has diagnosed you with a terminal illness and determines that your life expectancy is 12 months or less
- The Services are provided inside our Service Area or inside California but within 15 miles or 30 minutes from our Service Area (including a friend's or relative's home inside our Service Area or inside California but within 15 miles or 30 minutes from our Service Area even if you live there temporarily)
- The Services are provided by a licensed hospice agency that is a Plan Provider
- The Services are necessary for the palliation and management of your terminal illness and related conditions

If all of the above requirements are met, we cover the following hospice Services, which are available on a 24-hour basis if necessary for your hospice care:

- Plan Physician Services
- Skilled nursing care, including assessment, evaluation, and case management of nursing needs, treatment for pain and symptom control, provision of emotional support to you and your family, and instruction to caregivers

- Physical, occupational, or speech therapy for purposes of symptom control or to enable you to maintain activities of daily living
- Respiratory therapy
- Medical social services
- Home health aide and homemaker services
- Palliative drugs prescribed for pain control and symptom management of the terminal illness for up to a 100-day supply in accord with our drug formulary guidelines. You must obtain these drugs from Plan Pharmacies. Certain drugs are limited to a maximum 30-day supply in any 30-day period (please call our Member Service Call Center for the current list of these drugs)
- Durable medical equipment
- Respite care when necessary to relieve your caregivers. Respite care is occasional short-term inpatient care limited to no more than five consecutive days at a time
- Counseling and bereavement services
- Dietary counseling
- The following care during periods of crisis when you need continuous care to achieve palliation or management of acute medical symptoms:
  - nursing care on a continuous basis for as much as 24 hours a day as necessary to maintain you at home
  - short-term inpatient care required at a level that cannot be provided at home

Infertility Services

We cover the following Services related to involuntary infertility:

- Services for diagnosis and treatment of involuntary infertility
- Artificial insemination

You pay the following for these Services related to involuntary infertility:

- Office visits: **a $15 Copayment per visit**
- Outpatient surgery and other outpatient procedures: **a $15 Copayment per procedure**
- Outpatient laboratory, imaging, and special procedures: **no charge**
- Hospital inpatient care (including room and board, imaging, laboratory, and special procedures, and Plan Physician Services): **no charge**

Note: Outpatient drugs, supplies, and supplements are not covered under this "Infertility Services" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Infertility Services exclusion

- Services to reverse voluntary, surgically induced infertility
- Semen and eggs (and Services related to their procurement and storage)

Mental Health Services

We cover mental health Services as specified below, except that any outpatient visit limits specified in this "Mental Health Services" section under "Outpatient mental health Services" and inpatient day limits specified in this "Mental Health Services" section under "Inpatient psychiatric care" do not apply to the following conditions:

- These severe mental illnesses: schizophrenia, schizoaffective disorder, bipolar disorder (manic-depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia nervosa, and bulimia nervosa
- A Serious Emotional Disturbance (SED) of a child under age 18, which means mental disorders as identified in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders*, other than a primary substance use disorder or developmental disorder, that results in behavior inappropriate to the child's age according to expected developmental norms, if the child also meets at least one of the following three criteria:
  - as a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either (a) the child is at risk of removal from the home or has already been removed from the home, or (b) the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment
  - the child displays psychotic features, or risk of suicide or violence due to a mental disorder
  - the child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the California Government Code

For all other mental health conditions, we cover evaluation, crisis intervention, and treatment only when a Plan Physician or when a Plan Provider who is a mental health professional believes the condition will significantly improve with relatively short-term therapy.

Outpatient mental health Services

We cover:

- Up to a total of 20 individual and group visits per calendar year for diagnostic evaluation and psychiatric treatment. Members who have exhausted the 20 visit limitation and who meet Medical Group criteria may receive up to 20 additional group visits in the same calendar year
- Psychological testing
- Visits for the purpose of monitoring drug therapy

You pay the following for these covered Services:

- Individual visits: **a $15 Copayment per visit**
- Group visits: **a $7 Copayment per visit**

Inpatient psychiatric care

We cover up to 30 days of inpatient psychiatric care in a Plan Hospital each calendar year. Coverage includes room and board, drugs, Services of Plan Physicians, and Services of other Plan Providers who are mental health professionals. We cover these Services at **no charge**. The number of days of inpatient psychiatric care that we will cover during a calendar year is reduced by the amount of any hospital alternative Services we cover during the calendar year as described in the "Hospital alternative Services" section below.

Hospital alternative Services

We cover treatment in a structured multidisciplinary program as an alternative to inpatient psychiatric care at **no charge**. Each treatment period of hospital alternative Services we cover during a calendar year will reduce the number of days of inpatient psychiatric care that we will cover during that calendar year as follows:

- The inpatient psychiatric care benefit is reduced by one day for each two days of partial hospitalization
- The inpatient psychiatric care benefit is reduced by one day for each three days of treatment in an intensive outpatient psychiatric treatment program
- The inpatient psychiatric care benefit is reduced by one day for each hospital alternative treatment period of 24 hours
- The inpatient psychiatric care benefit is reduced by one day for every two hospital alternative treatment periods of 5 to 23 hours

Note: Outpatient drugs, supplies, and supplements are not covered under this "Mental Health Services" section (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section).

Ostomy and Urological Supplies

Inside our Service Area, we cover ostomy and urological supplies prescribed in accord with our soft goods formulary guidelines at **no charge**. We select the vendor, and coverage is limited to the standard supply that adequately meets your medical needs.

About our soft goods formulary

Our soft goods formulary includes the list of ostomy and urological supplies that have been approved by our Soft Goods Formulary Executive Committee for our Members. Our Soft Goods Formulary Executive Committee is responsible for reviewing and revising the soft goods formulary. Our soft goods formulary is periodically updated to keep pace with changes in medical technology and clinical practice. To find out whether a particular ostomy or urological supply is included in our soft goods formulary, please call our Member Service Call Center.

Our formulary guidelines allow you to obtain nonformulary ostomy and urological supplies (those not listed on our soft goods formulary for your condition) if they would otherwise be covered and the Medical Group determines that they are Medically Necessary as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section.

Ostomy and urological supplies exclusion

- Comfort, convenience, or luxury equipment or features

Outpatient Imaging, Laboratory, and Special Procedures

We cover the following Services at the Cost Sharing indicated only when prescribed as part of care covered under other parts of this "Benefits and Cost Sharing" section:

- Diagnostic and therapeutic imaging, such as X-rays, mammograms, and ultrasound: **no charge** except that certain imaging procedures are covered at **a $15 Copayment per procedure** if they are provided in an outpatient or ambulatory surgery center or in a hospital operating room; or if they are provided in

any setting and a licensed staff member monitors your vital signs as you regain sensation after receiving drugs to reduce sensation or to minimize discomfort

- Magnetic resonance imaging (MRI), computed tomography (CT), and positron emission tomography (PET): **no charge**
- Nuclear medicine: **no charge**
- Laboratory tests (including screening tests for diabetes, cardiovascular disease, cervical cancer, and HPV, and tests for specific genetic disorders for which genetic counseling is available): **no charge**
- Routine preventive retinal photography screenings: **no charge**
- All other diagnostic procedures provided by Plan Providers who are not physicians (such as electrocardiograms and electroencephalograms): **no charge** except that certain diagnostic procedures are covered at **a $15 Copayment per procedure** if they are provided in an outpatient or ambulatory surgery center or in a hospital operating room; or if they are provided in any setting and a licensed staff member monitors your vital signs as you regain sensation after receiving drugs to reduce sensation or to minimize discomfort
- Radiation therapy: **no charge**
- Ultraviolet light treatments: **no charge**

Note: Services related to diagnosis and treatment of infertility are not covered under this "Outpatient Imaging, Laboratory, and Special Procedures" section (instead, refer to "Infertility Services" in this "Benefits and Cost Sharing" section).

Outpatient Prescription Drugs, Supplies, and Supplements

We cover outpatient drugs, supplies, and supplements specified in this "Outpatient Prescription Drugs, Supplies, and Supplements" section when prescribed as follows and obtained through a Plan Pharmacy or our mail-order program:

- Items prescribed by Plan Physicians in accord with our drug formulary guidelines
- Items prescribed by the following Non–Plan Providers unless a Plan Physician determines that the drug, supply, or supplement is not Medically Necessary or the drug is for a sexual dysfunction disorder:
  - Dentists if the drug is for dental care
  - Non–Plan Physicians if the Medical Group authorizes a written referral to the Non–Plan Physician (in accord with "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section) and the drug, supply, or supplement is covered as part of that referral
  - Non–Plan Physicians if the prescription was obtained in conjunction with covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care described in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section (if you fill the prescription at a Plan Pharmacy, you may have to pay Charges for the item and file a claim for reimbursement as described under "Requests for Payment" in the "Requests for Payment or Services" section)

How to obtain covered items

You must obtain covered drugs, supplies, and supplements from a Plan Pharmacy or through our mail-order program unless the item is covered Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care described in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section.

Please refer to *Your Guidebook* for the locations of Plan Pharmacies in your area.

Refills. You may be able to order refills from a Plan Pharmacy, our mail-order program, or through our Web site at **kp.org/rxrefill**. A Plan Pharmacy or *Your Guidebook* can give you more information about obtaining refills, including the options available to you for obtaining refills. For example, a few Plan Pharmacies don't dispense refills and not all drugs can be mailed through our mail-order program. Please check with your local Plan Pharmacy if you have a question about whether or not your prescription can be mailed or obtained from a Plan Pharmacy. Items available through our mail-order program are subject to change at any time without notice.

Outpatient drugs, supplies, and supplements

We cover the following outpatient drugs, supplies, and supplements:

- Drugs for which a prescription is required by law. We also cover certain drugs that do not require a prescription by law if they are listed on our drug formulary. Note: Certain tobacco-cessation drugs (such as nicotine patches) are covered only if you participate in a behavioral intervention program approved by the Medical Group

- Diaphragms, cervical caps, and oral contraceptives (including emergency contraceptive pills)
- Disposable needles and syringes needed for injecting covered drugs
- Inhaler spacers needed to inhale covered drugs

Cost Sharing for outpatient drugs, supplies, and supplements. The Cost Sharing for these items is **a $10 Copayment** for up to a 100-day supply, except that the following items require payment of a different Cost Sharing:

- Drugs prescribed for the treatment of sexual dysfunction disorders: **50% Coinsurance** for up to a 100-day supply
- Amino acid–modified products used to treat congenital errors of amino acid metabolism (such as phenylketonuria) and elemental dietary enteral formula when used as a primary therapy for regional enteritis: **no charge** for up to a 30-day supply
- Emergency contraceptive pills: **no charge**
- Hematopoietic agents for dialysis: **no charge** for up to a 30-day supply
- Continuity drugs: If this *EOC* is amended to exclude a drug that we have been covering and providing to you under this *EOC*, we will continue to provide the drug if a prescription is required by law and a Plan Physician continues to prescribe the drug for the same condition and for a use approved by the FDA at **50% Coinsurance** for up to a 30-day supply in a 30-day period

Note: If Charges for the drug, supply, or supplement are less than the Copayment, you will pay the lesser amount.

Certain IV drugs, supplies, and supplements

We cover certain self-administered IV drugs, fluids, additives, and nutrients that require specific types of parenteral-infusion (such as an IV or intraspinal-infusion) at **no charge** for up to a 30-day supply and the supplies and equipment required for their administration at **no charge**. Note: Injectable drugs, insulin, and drugs for the diagnosis and treatment of infertility are not covered under this paragraph (instead, refer to the "Outpatient drugs, supplies, and supplements" paragraph).

Diabetes urine-testing supplies and insulin-administration devices

We cover ketone test strips and sugar or acetone test tablets or tapes for diabetes urine testing at **no charge** for up to a 100-day supply.

We cover the following insulin-administration devices at **a $10 Copayment** for up to a 100-day supply: disposable needles and syringes, pen delivery devices, and visual aids required to ensure proper dosage (except eyewear).

Note: Diabetes blood-testing equipment (and their supplies) and insulin pumps (and their supplies) are not covered under this "Outpatient Prescription Drugs, Supplies, and Supplements" section (instead, refer to "Durable Medical Equipment for Home Use" in this "Benefits and Cost Sharing" section).

Day supply limit

The prescribing physician or dentist determines how much of a drug, supply, or supplement to prescribe. For purposes of day supply coverage limits, Plan Physicians determine the amount of an item that constitutes a Medically Necessary 30- or 100-day supply for you. Upon payment of the Cost Sharing specified in this "Outpatient Prescription Drugs, Supplies, and Supplements" section, you will receive the supply prescribed up to the day supply limit also specified in this section. The day supply limit is either a 30-day supply in a 30-day period or a 100-day supply in a 100-day period. If you wish to receive more than the covered day supply limit, then you must pay Charges for any prescribed quantities that exceed the day supply limit. Note: We cover episodic drugs prescribed for the treatment of sexual dysfunction disorders up to a maximum of 8 doses in any 30-day period or up to 27 doses in any 100-day period.

The pharmacy may reduce the day supply dispensed at the Cost Sharing specified in this "Outpatient Prescription Drugs, Supplies, and Supplements" section to a 30-day supply in any 30-day period if the pharmacy determines that the item is in limited supply in the market or for specific drugs (your Plan Pharmacy can tell you if a drug you take is one of these drugs).

About our drug formulary

Our drug formulary includes the list of drugs that have been approved by our Pharmacy and Therapeutics Committee for our Members. Our Pharmacy and Therapeutics Committee, which is primarily composed of Plan Physicians, selects drugs for the drug formulary based on a number of factors, including safety and effectiveness as determined from a review of medical literature. The Pharmacy and Therapeutics Committee meets quarterly to consider additions and deletions based on new information or drugs that become available. If you would like to request a copy of our drug formulary, please call our Member Service Call Center. Note: The presence of a drug on our drug formulary does not

necessarily mean that your Plan Physician will prescribe it for a particular medical condition.

Our drug formulary guidelines allow you to obtain nonformulary prescription drugs (those not listed on our drug formulary for your condition) if they would otherwise be covered and a Plan Physician determines that they are Medically Necessary. If you disagree with your Plan Physician's determination that a nonformulary prescription drug is not Medically Necessary, you may file a grievance as described in the "Dispute Resolution" section. Also, our formulary guidelines may require you to participate in a behavioral intervention program approved by the Medical Group for specific conditions and you may be required to pay for the program.

Note: The following Services are not covered under this "Outpatient Prescription Drugs, Supplies, and Supplements" section:

- Durable medical equipment used to administer drugs (instead, refer to "Durable Medical Equipment for Home Use" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Drugs covered during a covered stay in a Plan Hospital or Skilled Nursing Facility (instead, refer to "Hospital Inpatient Care" and "Skilled Nursing Facility Care" in this "Benefits and Cost Sharing" section)
- Drugs prescribed for pain control and symptom management of the terminal illness for Members who are receiving covered hospice care (instead, refer to "Hospice Care" in this "Benefits and Cost Sharing" section)

Outpatient prescription drugs, supplies, and supplements exclusions

- Any requested packaging (such as dose packaging) other than the dispensing pharmacy's standard packaging
- Compounded products unless the drug is listed on our drug formulary or one of the ingredients requires a prescription by law
- Drugs when prescribed to shorten the duration of the common cold

Prosthetic and Orthotic Devices

We cover the devices specified in this "Prosthetic and Orthotic Devices" section if they are in general use, intended for repeated use, primarily and customarily used for medical purposes, and generally not useful to a person who is not ill or injured. Coverage is limited to the standard device that adequately meets your medical needs.

We select the provider or vendor that will furnish the covered device. Coverage includes fitting and adjustment of these devices, their repair or replacement (unless due to loss or misuse), and Services to determine whether you need a prosthetic or orthotic device. If we do not cover the device, we will try to help you find facilities where you may obtain what you need at a reasonable price.

Internally implanted devices

We cover at **no charge** internal devices implanted during covered surgery, such as pacemakers, cochlear implants, osseointegrated external hearing devices, and hip joints.

External devices

We cover the following external prosthetic and orthotic devices, including repair and replacement of covered devices, at **no charge**:

- Prosthetic devices and installation accessories to restore a method of speaking following the removal of all or part of the larynx
- Prostheses needed after a Medically Necessary mastectomy, including custom-made prostheses when Medically Necessary and up to three brassieres required to hold a prosthesis every 12 months
- Podiatric devices (including footwear) to prevent or treat diabetes-related complications when prescribed by a Plan Physician or a Plan Provider who is a podiatrist
- Compression burn garments and lymphedema wraps and garments
- Enteral formula for Members who require tube feeding in accord with Medicare guidelines
- Prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect
- Other covered prosthetic and orthotic devices:
  - prosthetic devices required to replace all or part of an organ or extremity, but only if they also replace the function of the organ or extremity
  - rigid and semi-rigid orthotic devices required to support or correct a defective body part

Note: The following items are not covered under this "Prosthetic and Orthotic Devices" section:

- Eyeglasses and contact lenses (instead, refer to "Vision Services" in this "Benefits and Cost Sharing" section)
- Hearing aids other than internally implanted devices described in this section (instead, refer to "Hearing Services" in this "Benefits and Cost Sharing" section)

Prosthetic and orthotic devices exclusions

- Dental appliances
- Except as otherwise described above in this "Prosthetic and Orthotic Devices" section, nonrigid supplies, such as elastic stockings and wigs
- Comfort, convenience, or luxury equipment or features
- Electronic voice-producing machines
- Shoes or arch supports, even if custom-made, except footwear described above in this "Prosthetic and Orthotic Devices" section for diabetes-related complications

Reconstructive Surgery

We cover reconstructive surgery to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, if a Plan Physician determines that it is necessary to improve function, or create a normal appearance, to the extent possible.

Also, following Medically Necessary removal of all or part of a breast, we cover reconstruction of the breast, surgery and reconstruction of the other breast to produce a symmetrical appearance, and treatment of physical complications, including lymphedemas.

You pay the following for covered reconstructive surgery Services:

- Office visits: **a $15 Copayment per visit**
- Outpatient surgery: **a $15 Copayment per procedure**
- Hospital inpatient care (including room and board, drugs, and Plan Physician Services): **no charge**

Note: The following Services are not covered under this "Reconstructive Surgery" section:

- Outpatient laboratory and imaging Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)
- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Prosthetics and orthotics (instead, refer to "Prosthetic and Orthotic Devices" in this "Benefits and Cost Sharing" section)

Reconstructive surgery exclusions

- Surgery that, in the judgment of a Plan Physician specializing in reconstructive surgery, offers only a minimal improvement in appearance
- Surgery that is performed to alter or reshape normal structures of the body in order to improve appearance

Services Associated with Clinical Trials

We cover Services associated with cancer clinical trials if all of the following requirements are met:

- You are diagnosed with cancer
- You are accepted into a phase I, II, III, or IV clinical trial for cancer
- Your treating Plan Physician, or your treating Non–Plan Physician if the Medical Group authorizes a written referral to the Non–Plan Physician for treatment of cancer (in accord with "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section), recommends participation in the clinical trial after determining that it has a meaningful potential to benefit you
- The Services would be covered under this *EOC* if they were not provided in connection with a clinical trial
- The clinical trial has a therapeutic intent, and its end points are not defined exclusively to test toxicity
- The clinical trial involves a drug that is exempt under federal regulations from a new drug application, or the clinical trial is approved by: one of the National Institutes of Health, the federal Food and Drug Administration (in the form of an investigational new drug application), the U.S. Department of Defense, or the U.S. Department of Veterans Affairs

For covered Services related to a clinical trial, you will pay the **Cost Sharing you would pay if the Services were not related to a clinical trial**.

Services associated with clinical trials exclusions

- Services that are provided solely to satisfy data collection and analysis needs and are not used in your clinical management
- Services that are customarily provided by the research sponsors free of charge to enrollees in the clinical trial

Skilled Nursing Facility Care

Inside our Service Area, we cover at **no charge** up to 100 days per benefit period (including any days we covered under any other evidence of coverage offered by your Group) of skilled inpatient Services in a Plan Skilled Nursing Facility. The skilled inpatient Services must be customarily provided by a Skilled Nursing Facility, and above the level of custodial or intermediate care.

A benefit period begins on the date you are admitted to a hospital or Skilled Nursing Facility at a skilled level of care. A benefit period ends on the date you have not been an inpatient in a hospital or Skilled Nursing Facility, receiving a skilled level of care, for 60 consecutive days. A new benefit period can begin only after any existing benefit period ends. A prior three-day stay in an acute care hospital is not required.

We cover the following Services:

- Physician and nursing Services
- Room and board
- Drugs prescribed by a Plan Physician as part of your plan of care in the Plan Skilled Nursing Facility in accord with our drug formulary guidelines if they are administered to you in the Plan Skilled Nursing Facility by medical personnel
- Durable medical equipment in accord with our DME formulary if Skilled Nursing Facilities ordinarily furnish the equipment
- Imaging and laboratory Services that Skilled Nursing Facilities ordinarily provide
- Medical social services
- Blood, blood products, and their administration
- Medical supplies
- Physical, occupational, and speech therapy
- Respiratory therapy

Note: Outpatient imaging, laboratory, and special procedures are not covered under this "Skilled Nursing Facility Care" section (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section).

Transplant Services

We cover transplants of organs, tissue, or bone marrow if the Medical Group provides a written referral for care to a transplant facility as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section.

After the referral to a transplant facility, the following applies:

- If either the Medical Group or the referral facility determines that you do not satisfy its respective criteria for a transplant, we will only cover Services you receive before that determination is made
- Health Plan, Plan Hospitals, the Medical Group, and Plan Physicians are not responsible for finding, furnishing, or ensuring the availability of an organ, tissue, or bone marrow donor
- In accord with our guidelines for Services for living transplant donors, we provide certain donation-related Services for a donor, or an individual identified by the Medical Group as a potential donor, whether or not the donor is a Member. These Services must be directly related to a covered transplant for you, which may include certain Services for harvesting the organ, tissue, or bone marrow and for treatment of complications. Our guidelines for donor Services are available by calling our Member Service Call Center

For covered transplant Services that you receive, you will pay the **Cost Sharing you would pay if the Services were not related to a transplant**.

We provide or pay for donation-related Services for actual or potential donors (whether or not they are Members) in accord with our guidelines for donor Services at **no charge**.

Note: The following Services are not covered under this "Transplant Services" section:

- Outpatient laboratory and imaging Services (instead, refer to "Outpatient Imaging, Laboratory, and Special Procedures" in this "Benefits and Cost Sharing" section)
- Outpatient prescription drugs (instead, refer to "Outpatient Prescription Drugs, Supplies, and Supplements" in this "Benefits and Cost Sharing" section)

- Outpatient administered drugs (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)

Vision Services

We cover the Services listed below at Plan Medical Offices or Plan Optical Sales Offices when prescribed by a Plan Physician or by a Plan Provider who is an optometrist.

Optical Services

Eyeglasses and contact lenses. We provide a **$175 Allowance** toward the price of any or all of the following every 24 months:

- Eyeglass lenses when a Plan Provider puts the lenses into a frame
- Eyeglass frames when a Plan Provider puts two lenses (at least one of which must have refractive value) into the frame
- Contact lenses, fitting, and dispensing

We will not provide the Allowance if we have covered (or provided an Allowance for) lenses or frames within the previous 24 months. Also, the Allowance can only be used at the initial point of sale. If you do not use all of your Allowance at the initial point of sale, you cannot use it later.

If you have a change in prescription of at least .50 diopter in one or both eyes within 12 months of initial point of sale, we will provide an Allowance toward the price of a replacement eyeglass lens (or contact lens, fitting, and dispensing). The Allowance for these replacement lenses is **$60** for single vision eyeglass lenses or contact lenses, fitting, and dispensing and **$90** for multifocal eyeglass lenses.

Special contact lenses. We cover the following special contact lenses:

- Up to two Medically Necessary contact lenses, fitting, and dispensing per eye every 12 months (including lenses we covered under any other evidence of coverage offered by your Group) to treat aniridia (missing iris): **no charge**
- Up to six Medically Necessary aphakic contact lenses, fitting, and dispensing per eye per calendar year (including lenses we covered under any other evidence of coverage offered by your Group) to treat aphakia (absence of the crystalline lens of the eye) for children from birth through age 9: **no charge**
- If contact lenses will provide a significant improvement in your vision not obtainable with eyeglass lenses, we cover either one pair of contact lenses or an initial supply of disposable contact lenses every 24 months at **no charge**. When we cover these special contact lenses, you cannot use the Allowance mentioned under "Eyeglasses and contact lenses" for another 24 months. However, if the combination of special contact lenses and eyeglasses will provide a significant improvement in your vision not obtainable with special contact lenses alone, you can use that Allowance toward the purchase of the eyeglasses if we have not covered lenses or frames within the previous 24 months. If you have a change in prescription of at least .50 diopter in one or both eyes, we will cover special contact lens replacements, including fitting and dispensing

Note: The following Services are not covered under this "Vision Services" section:

- Refraction exams to determine the need for vision correction and to provide a prescription for eyeglass lenses (instead, refer to "Outpatient Care" in this "Benefits and Cost Sharing" section)
- Services related to the eye or vision other than those related to eyeglasses and contact lenses described in this section (instead, refer to the applicable heading in this "Benefits and Cost Sharing" section)

Vision Services exclusions

- Industrial frames
- Lenses and sunglasses without refractive value except for a balance lens if only one eye needs correction
- Tinted lenses except when Medically Necessary to treat macular degeneration or retinitis pigmentosa
- Replacement of lost, broken, or damaged lenses or frames
- Lens adornment, such as engraving, faceting, or jeweling
- Low-vision devices
- Non-prescription products, such as eyeglass holders, eyeglass cases, and repair kits

Exclusions, Limitations, Coordination of Benefits, and Reductions

Exclusions

The Services listed in this "Exclusions" section are excluded from coverage. These exclusions apply to all

Services that would otherwise be covered under this *EOC*. Additional exclusions that apply only to a particular benefit are listed in the description of that benefit in the "Benefits and Cost Sharing" section.

Certain exams and Services

Physical examinations and other Services (a) required for obtaining or maintaining employment or participation in employee programs, (b) required for insurance or licensing, or (c) on court order or required for parole or probation. This exclusion does not apply if a Plan Physician determines that the Services are Medically Necessary.

Chiropractic Services

Chiropractic Services and the Services of a chiropractor.

Conception by artificial means

Except for artificial insemination covered under "Infertility Services" in the "Benefits and Cost Sharing" section, all other Services related to conception by artificial means, such as ovum transplants, gamete intrafallopian transfer (GIFT), semen and eggs (and Services related to their procurement and storage), in vitro fertilization (IVF), and zygote intrafallopian transfer (ZIFT).

Cosmetic Services

Services that are intended primarily to change or maintain your appearance, except for Services covered under "Reconstructive Surgery" and the following prosthetic devices covered under "Prosthetic and Orthotic Devices" in the "Benefits and Cost Sharing" section: prostheses needed after a mastectomy and prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect.

Custodial care

Custodial care means assistance with activities of daily living (for example: walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking medicine), or care that can be performed safely and effectively by people who, in order to provide the care, do not require medical licenses or certificates or the presence of a supervising licensed nurse.

This exclusion does not apply to Services covered under "Hospice Care" in the "Benefits and Cost Sharing" section.

Dental care

Dental care and dental X-rays, such as dental Services following accidental injury to teeth, dental appliances, dental implants, orthodontia, and dental Services resulting from medical treatment such as surgery on the jawbone and radiation treatment, except for Services covered under "Dental Services for Radiation Treatment and Dental Anesthesia" in the "Benefits and Cost Sharing" section.

Disposable supplies

Disposable supplies for home use, such as bandages, gauze, tape, antiseptics, dressings, Ace-type bandages, and diapers, underpads, and other incontinence supplies.

This exclusion does not apply to disposable supplies covered under "Durable Medical Equipment for Home Use," "Home Health Care," "Hospice Care," "Ostomy and Urological Supplies," and "Outpatient Prescription Drugs, Supplies, and Supplements" in the "Benefits and Cost Sharing" section.

Experimental or investigational Services

A Service is experimental or investigational if we, in consultation with the Medical Group, determine that one of the following is true:

- Generally accepted medical standards do not recognize it as safe and effective for treating the condition in question (even if it has been authorized by law for use in testing or other studies on human patients)
- It requires government approval that has not been obtained when the Service is to be provided

This exclusion does not apply to the following:

- Experimental or investigational Services when an investigational application has been filed with the federal Food and Drug Administration (FDA) and the manufacturer or other source makes the Services available to you or Kaiser Permanente through an FDA-authorized procedure, except that we do not cover Services that are customarily provided by research sponsors free of charge to enrollees in a clinical trial or other investigational treatment protocol
- Services covered under "Services Associated with Clinical Trials" in the "Benefits and Cost Sharing" section

Please refer to the "Dispute Resolution" section for information about Independent Medical Review related to denied requests for experimental or investigational Services.

Eye surgery

Services related to eye surgery or orthokeratologic Services for the purpose of correcting refractive defects such as myopia, hyperopia, or astigmatism.

Hair loss or growth treatment

Services for the promotion, prevention, or other treatment of hair loss or hair growth.

Intermediate care

Care in a licensed intermediate care facility. This exclusion does not apply to Services covered under "Hospice Care" in the "Benefits and Cost Sharing" section.

Routine foot care Services

Routine foot care Services that are not Medically Necessary.

Services not approved by the FDA

Drugs, supplements, tests, vaccines, devices, radioactive materials, and any other Services that by law require federal Food and Drug Administration (FDA) approval in order to be sold in the U.S. but are not approved by the FDA. This exclusion applies to Services provided anywhere, even outside the U.S.

This exclusion does not apply to the following:

- Services covered under the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non-Plan Providers" section that you receive outside the U.S.
- Experimental or investigational Services when an investigational application has been filed with the FDA and the manufacturer or other source makes the Services available to you or Kaiser Permanente through an FDA-authorized procedure, except that we do not cover Services that are customarily provided by research sponsors free of charge to enrollees in a clinical trial or other investigational treatment protocol
- Services covered under "Services Associated with Clinical Trials" in the "Benefits and Cost Sharing" section

Please refer to the "Dispute Resolution" section for information about Independent Medical Review related to denied requests for experimental or investigational Services.

Services related to a noncovered Service

When a Service is not covered, all Services related to the noncovered Service are excluded, except for Services we would otherwise cover to treat complications of the noncovered Service.

Speech therapy

Speech therapy Services to treat social, behavioral, or cognitive delays in speech or language development unless Medically Necessary.

Surrogacy

Services for anyone in connection with a surrogacy arrangement, except for otherwise-covered Services provided to a Member who is a surrogate. A surrogacy arrangement is one in which a woman (the surrogate) agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child. Please refer to "Surrogacy arrangements" under "Reductions" in this "Exclusions, Limitations, Coordination of Benefits, and Reductions" section for information about your obligations to us in connection with a surrogacy arrangement, including your obligation to reimburse us for any Services we cover.

Transgender surgery

Travel and lodging expenses

Travel and lodging expenses, except that in some situations if the Medical Group refers you to a Non–Plan Provider as described in "Medical Group authorization procedure for certain referrals" under "Getting a Referral" in the "How to Obtain Services" section, we may pay certain expenses that we preauthorize in accord with our travel and lodging guidelines. Our travel and lodging guidelines are available from our Member Service Call Center.

Limitations

We will do our best to provide or arrange for our Members' health care needs in the event of unusual circumstances that delay or render impractical the provision of Services under this *EOC*, such as major disaster, epidemic, war, riot, civil insurrection, disability of a large share of personnel at a Plan Facility, complete or partial destruction of facilities, and labor disputes. Under these extreme circumstances, if you have an Emergency Medical Condition, go to the nearest hospital as described under "Emergency Care" in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section, and we will provide coverage and reimbursement as described in that section.

Additional limitations that apply only to a particular benefit are listed in the description of that benefit in the "Benefits and Cost Sharing" section.

Coordination of Benefits (COB)

The Services covered under this *EOC* are subject to coordination of benefits (COB) rules. If you have medical or dental coverage with another health plan or insurance company, we will coordinate benefits with the other coverage under the COB rules of the California Department of Managed Health Care. Those rules are incorporated into this *EOC*.

If both the other coverage and we cover the same Service, the other coverage and we will see that up to 100 percent of your covered medical expenses are paid for that Service. The COB rules determine which coverage pays first, or is "primary," and which coverage pays second, or is "secondary." The secondary coverage may reduce its payment to take into account payment by the primary coverage. You must give us any information we request to help us coordinate benefits.

If your coverage under this *EOC* is secondary, we may be able to establish a Benefit Reserve Account for you. You may draw on the Benefit Reserve Account during a calendar year to pay for your out-of-pocket expenses for Services that are partially covered by either your other coverage or us during that calendar year. If you are entitled to a Benefit Reserve Account, we will provide you with detailed information about this account.

If you have any questions about COB, please call our Member Service Call Center.

Reductions

Employer responsibility

For any Services that the law requires an employer to provide, we will not pay the employer, and when we cover any such Services we may recover the value of the Services from the employer.

Government agency responsibility

For any Services that the law requires be provided only by or received only from a government agency, we will not pay the government agency, and when we cover any such Services we may recover the value of the Services from the government agency.

Injuries or illnesses alleged to be caused by third parties

If you obtain a judgment or settlement from or on behalf of a third party who allegedly caused an injury or illness for which you received covered Services, you must pay us Charges for those Services, except that the amount you must pay will not exceed the maximum amount allowed under California Civil Code Section 3040. Note: This "Injuries or illnesses alleged to be caused by third parties" section does not affect your obligation to pay Cost Sharing for these Services, but we will credit any such payments toward the amount you must pay us under this paragraph.

To the extent permitted or required by law, we have the option of becoming subrogated to all claims, causes of action, and other rights you may have against a third party or an insurer, government program, or other source of coverage for monetary damages, compensation, or indemnification on account of the injury or illness allegedly caused by the third party. We will be so subrogated as of the time we mail or deliver a written notice of our exercise of this option to you or your attorney, but we will be subrogated only to the extent of the total of Charges for the relevant Services.

To secure our rights, we will have a lien on the proceeds of any judgment or settlement you or we obtain against a third party. The proceeds of any judgment or settlement that you or we obtain shall first be applied to satisfy our lien, regardless of whether the total amount of the proceeds is less than the actual losses and damages you incurred.

Within 30 days after submitting or filing a claim or legal action against a third party, you must send written notice of the claim or legal action to:

Kaiser Permanente
Special Recovery Unit
COB/TPL
P.O. Box 2073
Oakland, CA 94604-9877

In order for us to determine the existence of any rights we may have and to satisfy those rights, you must complete and send us all consents, releases, authorizations, assignments, and other documents, including lien forms directing your attorney, the third party, and the third party's liability insurer to pay us directly. You may not agree to waive, release, or reduce our rights under this provision without our prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on your injury or illness, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

If you are entitled to Medicare, Medicare law may apply with respect to Services covered by Medicare.

Some providers have contracted with Kaiser Permanente to provide certain Services to Members at rates that are typically less than the fees that the providers ordinarily charge to the general public ("General Fees"). However, these contracts may allow the providers to recover all or a portion of the difference between the fees paid by Kaiser Permanente and their General Fees by means of a lien claim under California Civil Code Sections 3045.1–3045.6 against a judgment or settlement that you receive from or on behalf of a third party. For Services the provider furnished, our recovery and the provider's recovery together will not exceed the provider's General Fees.

Medicare benefits

Your benefits are reduced by any benefits to which you are entitled under Medicare except for Members whose Medicare benefits are secondary by law.

Surrogacy arrangements

If you enter into a surrogacy arrangement, you must pay us Charges for covered Services you receive related to conception, pregnancy, or delivery in connection with that arrangement ("Surrogacy Health Services"), except that the amount you must pay will not exceed the compensation you are entitled to receive under the surrogacy arrangement. A surrogacy arrangement is one in which a woman agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child. Note: This "Surrogacy arrangements" section does not affect your obligation to pay Cost Sharing for these Services, but we will credit any such payments toward the amount you must pay us under this paragraph.

By accepting Surrogacy Health Services, you automatically assign to us your right to receive payments that are payable to you or your chosen payee under the surrogacy arrangement, regardless of whether those payments are characterized as being for medical expenses. To secure our rights, we will also have a lien on those payments. Those payments shall first be applied to satisfy our lien. The assignment and our lien will not exceed the total amount of your obligation to us under the preceding paragraph.

Within 30 days after entering into a surrogacy arrangement, you must send written notice of the arrangement, including the names and addresses of the other parties to the arrangement, and a copy of any contracts or other documents explaining the arrangement, to:

Kaiser Permanente
Special Recovery Unit
Parsons East, Second Floor
P.O. Box 7017
Pasadena, CA 91109-9977
Attention: Third Party Liability Supervisor

You must complete and send us all consents, releases, authorizations, lien forms, and other documents that are reasonably necessary for us to determine the existence of any rights we may have under this "Surrogacy arrangements" section and to satisfy those rights. You may not agree to waive, release, or reduce our rights under this provision without our prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on the surrogacy arrangement, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

U.S. Department of Veterans Affairs

For any Services for conditions arising from military service that the law requires the Department of Veterans Affairs to provide, we will not pay the Department of Veterans Affairs, and when we cover any such Services we may recover the value of the Services from the Department of Veterans Affairs.

Workers' compensation or employer's liability benefits

You may be eligible for payments or other benefits, including amounts received as a settlement (collectively referred to as "Financial Benefit"), under workers' compensation or employer's liability law. We will provide covered Services even if it is unclear whether you are entitled to a Financial Benefit, but we may recover the value of any covered Services from the following sources:

- From any source providing a Financial Benefit or from whom a Financial Benefit is due
- From you, to the extent that a Financial Benefit is provided or payable or would have been required to be provided or payable if you had diligently sought to establish your rights to the Financial Benefit under any workers' compensation or employer's liability law

Requests for Payment or Services

Requests for Payment

Emergency, Post-Stabilization, or Out-of-Area Urgent Care

If you receive Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care from a Non–Plan Provider as described in the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care from Non–Plan Providers" section, you must pay for the Services unless the Non–Plan Provider agrees to bill us. If you want us to pay for the Services, you must file a claim. Also, if you receive Services from a Plan Provider that are prescribed by a Non–Plan Provider in conjunction with covered Emergency, Post-Stabilization, and Out-of-Area Urgent Care, you may be required to pay for the Services and file a claim. We will reduce any payment we make to you or the Non–Plan Provider by the applicable Cost Sharing.

We will send you our written decision within 30 days after we receive the claim from you or the Non–Plan Provider unless we notify you, within that initial 30 days, that we need additional information from you or the Non–Plan Provider. We must receive the additional information within 45 days of our request in order for the information to be considered in our decision. We will send you our written decision within 15 days of receiving the additional information. However, if we don't receive the additional information within 45 days of our request, we will send you our written decision no later than 90 days from the date of your initial request for payment.

If our decision is not fully in your favor, we will tell you the reasons and how to file a grievance.

How to file a claim. To file a claim, this is what you need to do:

- As soon as possible, request our claim form by calling our Member Service Call Center toll free at 1-800-464-4000 or 1-800-390-3510 (TTY users call 1-800-777-1370). One of our representatives will be happy to assist you if you need help completing our claim form
- If you have paid for Services, you must send us our completed claim form for reimbursement. Please attach any bills and receipts from the Non–Plan Provider
- To request that a Non–Plan Provider be paid for Services, you must send us our completed claim form and include any bills from the Non–Plan Provider. If the Non–Plan Provider states that they will submit the claim, you are still responsible for making sure that we receive everything we need to process the request for payment. If you later receive any bills from the Non–Plan Provider for covered Services other than your Cost Sharing amount, please call our Member Service Call Center toll free at 1-800-390-3510 for assistance
- You must complete and return to us any information that we request to process your claim, such as claim forms, consents for the release of medical records, assignments, and claims for any other benefits to which you may be entitled. For example, we may require documents such as travel documents or original travel tickets to validate your claim
- The completed claim form must be mailed to the following address as soon as possible after receiving the care. Any additional information we request should also be mailed to this address:

  Kaiser Foundation Health Plan, Inc.
  Claims Department
  P.O. Box 12923
  Oakland, CA 94604-2923

Other Services

To request payment for Services that you believe should be covered, other than the Services described above, you must submit a written request to your local Member Services Department at a Plan Facility. Please attach any bills and receipts if you have paid any bills.

We will send you our written decision within 30 days unless we notify you, within that initial 30 days, that we need additional information from you or the Non–Plan Provider. We must receive the additional information within 45 days of our request in order for the information to be considered in our decision. We will send you our written decision within 15 days of receiving the additional information. However, if we don't receive the additional information within 45 days of our request, we will send you our written decision no later than 90 days from the date of your initial request for payment.

If we do not approve your request, we will tell you the reasons and how to file a grievance.

Requests for Services

Standard decision

If you have received a written denial of Services from the Medical Group or a "Notice of Non-Coverage" and you want to request that we cover the Services, you must file a grievance as described in the "Dispute Resolution" section within 180 days of the date you received the denial.

If you haven't received a written denial of Services, you may make a request for Services orally or in writing to your local Member Services Department at a Plan Facility. You will receive a written decision within 15 days unless you are notified that additional information is needed. The additional information must be received within 45 days of the request for information in order for it to be considered in the decision. You will receive a written decision within 15 days after we receive the additional information. If you don't supply the additional information within 45 days of the request, you will receive a written decision no later than 75 days after the date you made your request to Member Services. If we do not approve your request, we will send you a written decision that tells you the reasons and how to file a grievance.

If you believe we should cover a Medically Necessary Service that is not covered under this *EOC*, you may file a grievance as described in the "Dispute Resolution" section.

Expedited decision

You or your physician may make an oral or written request that we expedite our decision about your request for Services if it involves an imminent and serious threat to your health, such as severe pain or potential loss of life, limb, or major bodily function. We will inform you of our decision within 72 hours (orally or in writing).

If the request is for a continuation of an expiring course of treatment and you make the request at least 24 hours before the treatment expires, we will inform you of our decision within 24 hours.

You or your physician must request an expedited decision in one of the following ways and you must specifically state that you want an expedited decision:

- Call our Expedited Review Unit toll free at 1-888-987-7247 (TTY users call 1-800-777-1370), which is available Monday through Saturday from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next business day
- Send your written request to:
  Kaiser Foundation Health Plan, Inc.
  Expedited Review Unit
  P.O. Box 23170
  Oakland, CA 94623-0170
- Fax your written request to our Expedited Review Unit toll free at 1-888-987-2252
- Deliver your request in person to your local Member Services Department at a Plan Facility

If we do not approve your request for an expedited decision, we will notify you and we will respond to your request for Services as described under "Standard decision." If we do not approve your request, we will send you a written decision that tells you the reasons and how to file a grievance.

Note: If you have an issue that involves an imminent and serious threat to your health (such as severe pain or potential loss of life, limb, or major bodily function), you can contact the California Department of Managed Health Care (DMHC) directly at any time without first filing a grievance with us.

Dispute Resolution

Grievances

We are committed to providing you with quality care and with a timely response to your concerns. You can discuss your concerns with our Member Services representatives at most Plan Facilities, or you can call our Member Service Call Center.

You can file a grievance for any issue. Your grievance must explain your issue, such as the reasons why you believe a decision was in error or why you are dissatisfied about Services you received. You must submit your grievance orally or in writing within 180 days of the date of the incident that caused your dissatisfaction as follows:

- To a Member Services representative at your local Member Services Department at a Plan Facility (please refer to *Your Guidebook* for locations), or by calling our Member Service Call Center
- Through our Web site at **kp.org**
- To the following location for claims described under "Emergency, Post-Stabilization, or Out-of-Area Urgent Care" under "Requests for Payment" in the "Requests for Payment or Services" section:
  Kaiser Permanente
  Special Services Unit
  P.O. Box 23280
  Oakland, CA 94623

We will send you a confirmation letter within five days after we receive your grievance. We will send you our written decision within 30 days after we receive your

grievance. If we do not approve your request, we will tell you the reasons and about additional dispute resolution options. Note: If we resolve your issue to your satisfaction by the end of the next business day after we receive your grievance and a Member Services representative notifies you orally about our decision, we will not send you a confirmation letter or a written decision unless your grievance involves a coverage dispute, a dispute about whether a Service is Medically Necessary, or an experimental or investigational treatment.

Expedited grievance

You or your physician may make an oral or written request that we expedite our decision about your grievance if it involves an imminent and serious threat to your health, such as severe pain or potential loss of life, limb, or major bodily function. We will inform you of our decision within 72 hours (orally or in writing).

We will also expedite our decision if the request is for a continuation of an expiring course of treatment.

You or your physician must request an expedited decision in one of the following ways and you must specifically state that you want an expedited decision:

- Call our Expedited Review Unit toll free at 1-888-987-7247 (TTY users call 1-800-777-1370), which is available Monday through Saturday from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next business day
- Send your written request to:
  Kaiser Foundation Health Plan, Inc.
  Expedited Review Unit
  P.O. Box 23170
  Oakland, CA 94623-0170
- Fax your written request to our Expedited Review Unit toll free at 1-888-987-2252
- Deliver your request in person to your local Member Services Department at a Plan Facility

If we do not approve your request for an expedited decision, we will notify you and we will respond to your grievance within 30 days. If we do not approve your grievance, we will send you a written decision that tells you the reasons and about additional dispute resolution options.

Note: If you have an issue that involves an imminent and serious threat to your health (such as severe pain or potential loss of life, limb, or major bodily function), you can contact the DMHC directly at any time without first filing a grievance with us.

Supporting Documents

It is helpful for you to include any information that clarifies or supports your position. You may want to include supporting information with your grievance, such as medical records or physician opinions. When appropriate, we will request medical records from Plan Providers on your behalf. If you have consulted with a Non–Plan Provider and are unable to provide copies of relevant medical records, we will contact the provider to request a copy of your medical records. We will ask you to send or fax us a written authorization so that we can request your records. If we do not receive the information we request in a timely fashion, we will make a decision based on the information we have.

Who May File

The following persons may file a grievance:

- You may file for yourself
- You may appoint someone as your authorized representative by completing our authorization form. Authorization forms are available from your local Member Services Department at a Plan Facility or by calling our Member Service Call Center. Your completed authorization form must accompany the grievance
- You may file for your Dependent children, except that they must appoint you as their authorized representative if they have the legal right to control release of information that is relevant to the grievance
- You may file for your ward if you are a court-appointed guardian
- You may file for your conservatee if you are a court-appointed conservator
- You may file for your principal if you are an agent under a health care proxy, to the extent provided under state law
- Your physician may request an expedited grievance as described under "Expedited grievance" in this "Dispute Resolution" section

DMHC Complaints

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan toll

free at **1-800-464-4000 (**TTY users call **1-800-777-1370)** and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The department's Internet Web site **http://www.hmohelp.ca.gov** has complaint forms, IMR application forms and instructions online.

Independent Medical Review (IMR)

If you qualify, you or your authorized representative may have your issue reviewed through the Independent Medical Review (IMR) process managed by the California Department of Managed Health Care (DMHC). The DMHC determines which cases qualify for IMR. This review is at no cost to you. If you decide not to request an IMR, you may give up the right to pursue some legal actions against us.

You may qualify for IMR if all of the following are true:

- One of these situations applies to you:
  - you have a recommendation from a provider requesting Medically Necessary Services
  - you have received Emergency Care or Urgent Care from a provider who determined the Services to be Medically Necessary
  - you have been seen by a Plan Provider for the diagnosis or treatment of your medical condition
- Your request for payment or Services has been denied, modified, or delayed based in whole or in part on a decision that the Services are not Medically Necessary
- You have filed a grievance and we have denied it or we haven't made a decision about your grievance within 30 days (or three days for expedited grievances). The DMHC may waive the requirement that you first file a grievance with us in extraordinary and compelling cases, such as severe pain or potential loss of life, limb, or major bodily function

You may also qualify for IMR if the Service you requested has been denied on the basis that it is experimental or investigational as described under "Experimental or investigational denials."

If the DMHC determines that your case is eligible for IMR, it will ask us to send your case to the DMHC's Independent Medical Review organization. The DMHC will promptly notify you of its decision after it receives the Independent Medical Review organization's determination. If the decision is in your favor, we will contact you to arrange for the Service or payment.

Experimental or investigational denials

If we deny a Service because it is experimental or investigational, we will send you our written explanation within five days of making our decision. We will explain why we denied the Service and provide additional dispute resolution options. Also, we will provide information about your right to request Independent Medical Review if we had the following information when we made our decision:

- Your treating physician provided us a written statement that you have a life-threatening or seriously debilitating condition and that standard therapies have not been effective in improving your condition, or that standard therapies would not be appropriate, or that there is no more beneficial standard therapy we cover than the therapy being requested. "Life-threatening" means diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted, or diseases or conditions with potentially fatal outcomes where the end point of clinical intervention is survival. "Seriously debilitating" means diseases or conditions that cause major irreversible morbidity
- If your treating physician is a Plan Physician, he or she recommended a treatment, drug, device, procedure, or other therapy and certified that the requested therapy is likely to be more beneficial to you than any available standard therapies and included a statement of the evidence relied upon by the Plan Physician in certifying his or her recommendation
- You (or your Non–Plan Physician who is a licensed, and either a board-certified or board-eligible, physician qualified in the area of practice appropriate to treat your condition) requested a therapy that, based on two documents from the medical and scientific evidence, as defined in California Health

and Safety Code Section 1370.4(d), is likely to be more beneficial for you than any available standard therapy. The physician's certification included a statement of the evidence relied upon by the physician in certifying his or her recommendation. We do not cover the Services of the Non–Plan Provider

Note: You can request IMR for experimental or investigational denials at any time without first filing a grievance with us.

Binding Arbitration

For all claims subject to this "Binding Arbitration" section, both Claimants and Respondents give up the right to a jury or court trial and accept the use of binding arbitration. Insofar as this "Binding Arbitration" section applies to claims asserted by Kaiser Permanente Parties, it shall apply retroactively to all unresolved claims that accrued before the effective date of this *EOC*. Such retroactive application shall be binding only on the Kaiser Permanente Parties.

Scope of Arbitration

Any dispute shall be submitted to binding arbitration if all of the following requirements are met:

- The claim arises from or is related to an alleged violation of any duty incident to or arising out of or relating to this *EOC* or a Member Party's relationship to Kaiser Foundation Health Plan, Inc. (Health Plan), including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, Services, irrespective of the legal theories upon which the claim is asserted
- The claim is asserted by one or more Member Parties against one or more Kaiser Permanente Parties or by one or more Kaiser Permanente Parties against one or more Member Parties
- The claim is *not* within the jurisdiction of the small claims court
- If your Group must comply with the Employee Retirement Income Security Act (ERISA) requirements, the claim is *not* a benefit-related request that constitutes a "benefit claim" in Section 502(a)(1)(B) of ERISA. Note: Benefit claims under this section of ERISA are excluded from this binding arbitration requirement only until such time as the United States Department of Labor regulation prohibiting mandatory binding arbitration of this category of claim (29 CFR 2560.503-1(c)(4)) is modified, amended, repealed, superseded, or otherwise found to be invalid. If this occurs, these claims will automatically become subject to mandatory binding arbitration without further notice

As referred to in this "Binding Arbitration" section, "Member Parties" include:

- A Member
- A Member's heir, relative, or personal representative
- Any person claiming that a duty to him or her arises from a Member's relationship to one or more Kaiser Permanente Parties

"Kaiser Permanente Parties" include:

- Kaiser Foundation Health Plan, Inc. (Health Plan)
- Kaiser Foundation Hospitals (KFH)
- KP Cal, LLC (KP Cal)
- The Permanente Medical Group, Inc. (TPMG)
- Southern California Permanente Medical Group (SCPMG)
- The Permanente Federation, LLC
- The Permanente Company, LLC
- Any KFH, TPMG, or SCPMG physician
- Any individual or organization whose contract with any of the organizations identified above requires arbitration of claims brought by one or more Member Parties
- Any employee or agent of any of the foregoing

"Claimant" refers to a Member Party or a Kaiser Permanente Party who asserts a claim as described above. "Respondent" refers to a Member Party or a Kaiser Permanente Party against whom a claim is asserted.

Initiating Arbitration

Claimants shall initiate arbitration by serving a Demand for Arbitration. The Demand for Arbitration shall include the basis of the claim against the Respondents; the amount of damages the Claimants seek in the arbitration; the names, addresses, and telephone numbers of the Claimants and their attorney, if any; and the names of all Respondents. Claimants shall include all claims against Respondents that are based on the same incident, transaction, or related circumstances in the Demand for Arbitration.

Serving Demand for Arbitration

Health Plan, KFH, KP Cal, TPMG, SCPMG, The Permanente Federation, LLC, and The Permanente Company, LLC, shall be served with a Demand for Arbitration by mailing the Demand for Arbitration addressed to that Respondent in care of:

Kaiser Foundation Health Plan, Inc.
Legal Department
1950 Franklin St., 17th Floor
Oakland, CA 94612

Service on that Respondent shall be deemed completed when received. All other Respondents, including individuals, must be served as required by the California Code of Civil Procedure for a civil action.

Filing Fee

The Claimants shall pay a single, nonrefundable filing fee of $150 per arbitration payable to "Arbitration Account" regardless of the number of claims asserted in the Demand for Arbitration or the number of Claimants or Respondents named in the Demand for Arbitration.

Any Claimant who claims extreme hardship may request that the Office of the Independent Administrator waive the filing fee and the neutral arbitrator's fees and expenses. A Claimant who seeks such waivers shall complete the Fee Waiver Form and submit it to the Office of the Independent Administrator and simultaneously serve it upon the Respondents. The Fee Waiver Form sets forth the criteria for waiving fees and is available by calling our Member Service Call Center.

Number of Arbitrators

The number of Arbitrators may affect the Claimant's responsibility for paying the neutral arbitrator's fees and expenses.

If the Demand for Arbitration seeks total damages of $200,000 or less, the dispute shall be heard and determined by one neutral arbitrator, unless the parties otherwise agree in writing that the arbitration shall be heard by two party arbitrators and one neutral arbitrator. The neutral arbitrator shall not have authority to award monetary damages that are greater than $200,000.

If the Demand for Arbitration seeks total damages of more than $200,000, the dispute shall be heard and determined by one neutral arbitrator and two party arbitrators, one jointly appointed by all Claimants and one jointly appointed by all Respondents. Parties who are entitled to select a party arbitrator may agree to waive this right. If all parties agree, these arbitrations will be heard by a single neutral arbitrator.

Payment of Arbitrators' Fees and Expenses

Health Plan will pay the fees and expenses of the neutral arbitrator under certain conditions as set forth in the *Rules for Kaiser Permanente Member Arbitrations Overseen by the Office of the Independent Administrator* ("Rules of Procedure"). In all other arbitrations, the fees and expenses of the neutral arbitrator shall be paid one-half by the Claimants and one-half by the Respondents.

If the parties select party arbitrators, Claimants shall be responsible for paying the fees and expenses of their party arbitrator and Respondents shall be responsible for paying the fees and expenses of their party arbitrator.

Costs

Except for the aforementioned fees and expenses of the neutral arbitrator, and except as otherwise mandated by laws that apply to arbitrations under this "Binding Arbitration" section, each party shall bear the party's own attorneys' fees, witness fees, and other expenses incurred in prosecuting or defending against a claim regardless of the nature of the claim or outcome of the arbitration.

Rules of Procedure

Arbitrations shall be conducted according to the Rules of Procedure developed by the Office of the Independent Administrator in consultation with Kaiser Permanente and the Arbitration Oversight Board. Copies of the Rules of Procedure may be obtained from our Member Service Call Center.

General Provisions

A claim shall be waived and forever barred if (1) on the date the Demand for Arbitration of the claim is served, the claim, if asserted in a civil action, would be barred as to the Respondents served by the applicable statute of limitations, (2) Claimants fail to pursue the arbitration claim in accord with the Rules of Procedure with reasonable diligence, or (3) the arbitration hearing is not commenced within five years after the earlier of (i) the date the Demand for Arbitration was served in accord with the procedures prescribed herein, or (ii) the date of filing of a civil action based upon the same incident, transaction, or related circumstances involved in the claim. A claim may be dismissed on other grounds by the neutral arbitrator based on a showing of a good cause. If a party fails to attend the arbitration hearing after being given due notice thereof, the neutral arbitrator may proceed to determine the controversy in the party's absence.

The California Medical Injury Compensation Reform Act of 1975 (including any amendments thereto), including sections establishing the right to introduce evidence of any insurance or disability benefit payment

to the patient, the limitation on recovery for noneconomic losses, and the right to have an award for future damages conformed to periodic payments, shall apply to any claims for professional negligence or any other claims as permitted or required by law.

Arbitrations shall be governed by this "Binding Arbitration" section, Section 2 of the Federal Arbitration Act, and the California Code of Civil Procedure provisions relating to arbitration that are in effect at the time the statute is applied, together with the Rules of Procedure, to the extent not inconsistent with this section.

Termination of Membership

Your Group is required to inform the Subscriber of the date your membership terminates. Your membership termination date is the first day you are not covered (for example, if your termination date is January 1, 2008, your last minute of coverage was at 11:59 p.m. on December 31, 2007). When a Subscriber's membership ends, the memberships of any Dependents end at the same time. You will be billed as a non-Member for any Services you receive after your membership terminates. Health Plan and Plan Providers have no further liability or responsibility under this *EOC* after your membership terminates, except as provided under "Payments after Termination" in this "Termination of Membership" section.

Termination Due to Loss of Eligibility

If you meet the eligibility requirements described under "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section on the first day of a month, but later in that month you no longer meet those eligibility requirements, your membership will end at 11:59 p.m. on the last day of that month. For example, if you become ineligible on December 5, 2007, your termination date is January 1, 2008, and your last minute of coverage is at 11:59 p.m. on December 31, 2007.

Termination of *Agreement*

If your Group's *Agreement* with us terminates for any reason, your membership ends on the same date. Your Group is required to notify Subscribers in writing if its *Agreement* with us terminates.

Termination for Cause

If you commit one of the following acts, we may terminate your membership immediately by sending written notice to the Subscriber; termination will be effective on the date we send the notice:

- Your behavior threatens the safety of Plan personnel or of any person or property at a Plan Facility
- You commit theft from Health Plan, from a Plan Provider, or at a Plan Facility
- You intentionally commit fraud in connection with membership, Health Plan, or a Plan Provider. Some examples of fraud include:
  - misrepresenting eligibility information about you or a Dependent
  - presenting an invalid prescription or physician order
  - misusing a Kaiser Permanente ID card (or letting someone else use it)
  - giving us incorrect or incomplete material information
  - failing to notify us of changes in family status or Medicare coverage that may affect your eligibility or benefits

If we terminate your membership for cause, you will not be allowed to enroll in Health Plan in the future. We may also report criminal fraud and other illegal acts to the authorities for prosecution.

Termination for Nonpayment

Nonpayment of Premiums

If your Group fails to pay us the appropriate Premiums for your Family Unit, we may terminate the memberships of everyone in your Family Unit.

Partial payment of Premiums for a Family Unit.
If your Group makes a partial Premiums payment specifically for your Family Unit and does not pay us the entire Premiums required for your Family Unit, we will terminate the memberships of everyone in the Family Unit at 11:59 p.m. on the last day of the month in which our determination is made. We will send written notice of the termination to the Subscriber at least 15 days before the termination date. Also, if we terminate your membership, we will reinstate your membership without a lapse in coverage if we receive full payment from your Group on or before your Group's next scheduled payment due date.

For Members who are eligible for Medicare as primary coverage, Premiums are based on the assumption that Health Plan or its designee will receive Medicare payments for Medicare-covered Services provided to Members eligible for benefits under Medicare Part A or B. If you are or become eligible for Medicare as primary coverage, you must comply with the following requirements:

- Enroll in all Parts A and B of Medicare for which you are eligible and continue that enrollment while a Member
- Be enrolled through your Group in Kaiser Permanente Senior Advantage
- Complete and submit all documents necessary for Health Plan, or any provider from whom you receive Services covered by Health Plan, to obtain Medicare payments for Medicare-covered Services provided to you

If you do not comply with all of these requirements for any reason (even if you are unable to enroll in Kaiser Permanente Senior Advantage because you do not meet the plan's eligibility requirements, the plan is not available through your Group, or Senior Advantage is closed to enrollment), we will increase your Group's Premiums to compensate for the lack of Medicare payment and transfer your membership to our non-Medicare plan if you are not already so enrolled. However, if your Group does not pay us the entire Premiums required for your Family Unit, we will terminate the memberships of everyone in the Family Unit in accord with this "Termination for Nonpayment" section.

Note: Medicare is the primary coverage except when federal law requires that your Group's health care plan be primary and Medicare coverage be secondary.

Termination of a Product or all Products

We may terminate a particular product or all products offered in a small or large group market as permitted or required by law. If we discontinue offering a particular product in a market, we will terminate just the particular product upon 90 days prior written notice to you. If we discontinue offering all products to groups in a small or large group market, as applicable, we may terminate your Group's *Agreement* upon 180 days prior written notice to you.

Certificates of Creditable Coverage

The Health Insurance Portability and Accountability Act (HIPAA) requires employers or health plans to issue "Certificates of Creditable Coverage" to terminated group members. The certificate documents health care membership and is used to prove prior creditable coverage when a terminated member seeks new coverage. When your membership terminates, or at any time upon request, we will mail the certificate to you (the Subscriber) unless your Group has an agreement with us to mail the certificates. If you have any questions, please contact your Group's benefits administrator.

Payments after Termination

If we terminate your membership for cause or for nonpayment, we will:

- Refund any amounts we owe your Group for Premiums paid after the termination date
- Pay you any amounts we have determined that we owe you for claims during your membership in accord with "Requests for Payment" in the "Requests for Payment or Services" section. We will deduct any amounts you owe Health Plan or Plan Providers from any payment we make to you

State Review of Membership Termination

If you believe that we terminated your membership because of your ill health or your need for care, you may request a review of the termination by the California Department of Managed Health Care (please see "DMHC Complaints" in the "Dispute Resolution" section).

Continuation of Membership

If your membership under this *EOC* ends, you may be eligible to maintain Health Plan membership without a break in coverage under this *EOC* (Group coverage) or you may be eligible to convert to an individual (nongroup) plan.

Continuation of Group Coverage

If at any time you become entitled to continuation of Group coverage such as Cal-COBRA, please examine your coverage options carefully before declining this coverage. You should be aware that companies selling

individual health insurance typically require a review of your medical history that could result in a higher premium or you could be denied coverage entirely. Note: Medical history does not impact premiums or eligibility for our Individual–Conversion Plan and HIPAA Individual Plan described under "Conversion from Group Membership to an Individual Plan" in this "Continuation of Membership" section. However, the individual plan premiums and coverage will be different from the premiums and coverage under your Group plan.

COBRA

You may be able to continue your coverage under this *EOC* for a limited time after you would otherwise lose eligibility, if required by the federal COBRA law. COBRA applies to most employees (and most of their covered family Dependents) of most employers with 20 or more employees.

You must submit a COBRA election form to your Group within the COBRA election period. Please ask your Group's benefits administrator for details about COBRA coverage, such as how to elect coverage, how much you must pay your Group, and where to send your COBRA Premiums.

As described in "Conversion from Group Membership to an Individual Plan" in this "Continuation of Membership" section, you may be able to convert to an individual (nongroup) plan if you don't apply for COBRA coverage, or if you enroll in COBRA and your COBRA coverage ends. Also, if you enroll in COBRA and exhaust the time limit for COBRA coverage, you may be able to continue Group coverage under state law as described in "COBRA extension (Cal-COBRA)" below.

COBRA extension (Cal-COBRA)

In certain cases, if you would otherwise lose COBRA coverage, you may be able to continue uninterrupted Group coverage under this *EOC* for a limited time upon arrangement with us in compliance with Cal-COBRA if all of the following are true:

- Your effective date of COBRA coverage was on or after January 1, 2003
- You have exhausted the time limit for COBRA coverage and that time limit was 18 or 29 months
- You are not entitled to Medicare
- You pay us the monthly premiums by the billing due date described under "How to request Cal-COBRA enrollment and paying premiums"

As described in "Conversion from Group Membership to an Individual Plan" in this "Continuation of Membership" section, you may be able to convert to an individual (nongroup) plan if you don't apply for Cal-COBRA coverage, or if you enroll in Cal-COBRA and your Cal-COBRA coverage ends.

How to request Cal-COBRA enrollment and paying premiums. To request an enrollment application, please call our Member Service Call Center. Within 10 days of your request, we will send you our enrollment application, which will include premiums and billing information. You must return your completed enrollment application within 63 days of the date of our termination letter or of your membership termination date (whichever date is later).

If we approve your enrollment application, we will send you a bill within 30 days after we receive your application. You must pay the bill within 45 days after the date we issue the bill. The first premium payment will include coverage from when you exhausted COBRA coverage through our current billing cycle. You must send us the premium payment by the due date on the bill to be enrolled in Cal-COBRA.

After that first payment, monthly premium payments are due on or before the last day of the month preceding the month of coverage. The premiums will not exceed 110 percent of the applicable Premiums charged to a similarly situated individual under the Group benefit plan except that premiums for disabled individuals after 18 months of COBRA coverage, will not exceed 150 percent instead of 110 percent.

Changes to coverage and premiums. Your coverage and the premiums you pay will change whenever your Group's coverage or Premiums change. Your Group's coverage and Premiums will change on its renewal date of July 1, unless your Group amends its *Agreement* and makes changes before its renewal date. Your monthly invoice will reflect current premiums that are due for Cal-COBRA coverage. The premiums required under Cal-COBRA will always be the same as the Premiums required under your Group's *Agreement,* including the administrative billing charge. For example, if your Group makes a change that affects Premiums retroactively, the amount we bill you will be adjusted retroactively. Likewise, the coverage and benefits provided to you will be the same as any other similarly situated individual under the group benefit plan. Your Group's benefits administrator can tell you whether this *EOC* is still in effect and give you a current one if this *EOC* has expired or been amended. You can also request one from our Member Service Call Center.

Termination of Cal-COBRA coverage. Cal-COBRA coverage continues only upon payment of applicable monthly premiums to us at the time we specify, and terminates on the earliest of:

- The date your Group's *Agreement* with us terminates (you may still be eligible for Cal-COBRA through another group health plan)
- The date you become entitled to Medicare
- The date your coverage begins under any other group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition you may have (or that does contain such an exclusion or limitation, but it has been satisfied)
- Expiration of 36 months after your original COBRA effective date (under this or any other plan)
- The date your membership is terminated for nonpayment of premiums as described under "Termination for nonpayment of Cal-COBRA or State Continuation Coverage premiums" in this "Continuation of Membership" section

Note: If the Social Security Administration determined that you were disabled at any time during the first 60 days of COBRA coverage, you must notify your Group within 60 days of receiving the determination from Social Security. Also, if Social Security issues a final determination that you are no longer disabled in the 35th or 36th month of Group continuation coverage, your Cal-COBRA coverage will end the later of: (i) expiration of 36 months after your original COBRA effective date, or (ii) the first day of the first month following 31 days after Social Security issued its final determination. You must notify us within 30 days after you receive Social Security's final determination that you are no longer disabled.

Cal-COBRA open enrollment or termination of another health plan. If you previously elected Cal-COBRA coverage through another health plan available through your Group, you may be eligible to enroll in Kaiser Permanente during your Group's annual open enrollment period, or if your Group terminates its agreement with the health plan you are enrolled in. You will be entitled to Cal-COBRA coverage only for the remainder, if any, of the coverage period prescribed by Cal-COBRA. Please ask your Group's benefits administrator for information about health plans available to you either at open enrollment or if your Group terminates a health plan's agreement.

To continue your Cal-COBRA coverage with us, we must receive your enrollment application during your Group's open enrollment period, or within 63 days of receiving the termination notice described below from your Group. To request an application, please call our Member Service Call Center. We will send you our enrollment application and you must return your completed application before open enrollment ends or within 63 days of receiving the termination notice described below from your Group. If we approve your enrollment application, we will send you billing information within 30 days after we receive your application. You must pay the bill within 45 days after the date we issue the bill. You must send us the premium payment by the due date on the bill to be enrolled in Cal-COBRA.

Note: If your Group's agreement with a health plan is terminated, your Group is required to provide written notice at least 30 days before the termination date to the persons whose Cal-COBRA coverage is terminating. This notice must inform Cal-COBRA beneficiaries that they can continue Cal-COBRA coverage by enrolling in any health plan offered by your Group. It must also include information about benefits, premiums, payment instructions, and enrollment forms (including instructions on how to continue Cal-COBRA coverage under the new health plan). Your Group is required to send this information to the person's last known address, as provided by the prior health plan. Health Plan is not obligated to provide this information to qualified beneficiaries if your Group fails to provide the notice.

State Continuation Coverage

New enrollments are no longer available for State Continuation Coverage under Section 1373.621 of the California Health and Safety Code. If you are already enrolled in State Continuation Coverage, your coverage terminates on the earliest of:

- The date your Group's *Agreement* with us terminates
- The date you obtain coverage under any other group health plan not maintained by your Group, regardless of whether that coverage is less valuable
- The date you become entitled to Medicare
- Your 65th birthday
- Five years from the date your COBRA or Cal-COBRA coverage was scheduled to end, if you are a Subscriber's Spouse or former Spouse
- The date your membership is terminated for nonpayment of premiums as described under "Termination for nonpayment of Cal-COBRA or State Continuation Coverage premiums" in this "Continuation of Membership" section

Termination for nonpayment of Cal-COBRA or State Continuation Coverage premiums

If we do not receive your entire premium payment on or before the last day of the month preceding the month of coverage, then coverage for you and all your Dependents will end retroactively back to the last day of the month for which we received a full premium payment. This retroactive period will not exceed 60 days before the date we mail you a notice confirming termination of membership. If we do not receive premium payment on or before the last day of the month preceding the month of coverage, we will send a Notice of Termination (notice of nonreceipt of payment) to the Subscriber's address of record. We will mail this notice at least 15 days before any termination of coverage and it will include the following information:

- A statement that we have not received full premium payment and that we will terminate your membership for nonpayment if we do not receive the required premiums within 15 days from the date the notice confirming termination of membership was mailed
- The specific date and time when coverage for you and all of your Dependents will end if we do not receive the premiums

We will terminate your membership if we do not receive payment within 15 days of the date we mailed you the Notice of Termination (notice of nonreceipt of payment). We will mail a notice confirming termination of membership, which will inform you of the following:

- That we have terminated your membership for nonpayment of premiums
- The specific date and time when coverage for you and all your Dependents ended
- Information explaining whether or not you can reinstate your membership

Reinstatement of your membership after termination for nonpayment of premiums. If we terminate your membership for nonpayment of premiums, we will permit reinstatement of your membership twice during any 12-month period if we receive the amounts owed within 15 days of the date the notice confirming termination of membership was mailed to you. We will not reinstate your membership if you do not obtain reinstatement of your terminated membership within the required 15 days, or if we terminate your membership for nonpayment of premiums more than twice in a 12-month period.

Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are called to active duty in the uniformed services, you may be able to continue your coverage under this *EOC* for a limited time after you would otherwise lose eligibility, if required by the federal USERRA law. You must submit a USERRA election form to your Group within 60 days after your call to active duty. Please contact your Group to find out how to elect USERRA coverage and how much you must pay your Group.

Coverage for a disabling condition

If you became totally disabled after December 31, 1977, while you were a Member under your Group's *Agreement* with us and while the Subscriber was employed by your Group, and your Group's *Agreement* with us terminates, coverage for your disabling condition will continue until any one of the following events occurs:

- 12 months have elapsed
- You are no longer disabled
- Your Group's *Agreement* with us is replaced by another group health plan without limitation as to the disabling condition

Your coverage will be subject to the terms of this *EOC* including Cost Sharing.

For Subscribers and adult Dependents, "totally disabled" means that, in the judgment of a Medical Group physician, an illness or injury is expected to result in death or has lasted or is expected to last for a continuous period of at least 12 months, and makes the person unable to engage in any employment or occupation, even with training, education, and experience.

For Dependent children, "totally disabled" means that, in the judgment of a Medical Group physician, an illness or injury is expected to result in death or has lasted or is expected to last for a continuous period of at least 12 months and the illness or injury makes the child unable to substantially engage in any of the normal activities of children in good health of like age.

To request continuation of coverage for your disabling condition, you must call our Member Service Call Center within 30 days of the date your Group's *Agreement* with us terminates.

Conversion from Group Membership to an Individual Plan

After your Group notifies us to terminate your membership, we will send a termination letter to the Subscriber's address of record. The letter will include information about options that may be available to you to remain a Health Plan member.

Kaiser Permanente Conversion Plan

If you want to remain a Health Plan member, one option that may be available is an individual plan called "Kaiser Permanente Individual–Conversion Plan." You may be eligible to enroll in our Individual–Conversion Plan if you no longer meet the eligibility requirements described under "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section. Also, if you enroll in Group continuation coverage through COBRA, Cal-COBRA, USERRA, or State Continuation Coverage after COBRA or Cal-COBRA coverage, you may be eligible to enroll in our Individual–Conversion Plan when your Group continuation coverage ends. The premiums and coverage under our Individual–Conversion Plan are different from those under this *EOC*.

To be eligible for our Individual–Conversion Plan, there must be no lapse in your coverage and we must receive your enrollment application within 63 days of the date of our termination letter or of your membership termination date (whichever date is later). To request an application, please call our Member Service Call Center.

If we approve your enrollment application, we will send you billing information within 30 days after we receive your application. You must pay the bill within 45 days after the date we issue the bill. Because your coverage under our Individual–Conversion Plan begins when your Group coverage ends (including Group continuation coverage), your first payment to us will include coverage from when your Group coverage ended through our current billing cycle. You must send us the premium payment by the due date on the bill to be enrolled in our Individual–Conversion Plan.

You may not convert to our Individual–Conversion Plan if any of the following is true:

- You continue to be eligible for coverage through your Group (but not counting COBRA, Cal-COBRA, USERRA, or State Continuation Coverage after COBRA or Cal-COBRA coverage)
- Your membership ends because your Group's *Agreement* with us terminates and it is replaced by another plan within 15 days of the termination date
- We terminated your membership under "Termination for Cause" in the "Termination of Membership" section
- You live in the service area of a Region outside California, except that the Subscriber's or the Subscriber's Spouse's otherwise-eligible children may be eligible to be covered Dependents even if they live in (or move to) the service area of a Region outside California (please refer to "Who Is Eligible" in the "Premiums, Eligibility, and Enrollment" section for more information)

HIPAA and other individual plans

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) protects health care coverage for workers and their families when they change or lose their jobs. If you lose group health care coverage and meet certain criteria, you are entitled to purchase individual (nongroup) health care coverage from any health plan that sells individual health care coverage.

Every health plan that sells individual health care coverage must offer individual coverage to an eligible person under HIPAA. The health plan cannot reject your application if you are an eligible person under HIPAA, you agree to pay the required premiums, and you live or work inside the plan's service area. To be considered an eligible person under HIPAA, you must meet the following requirements:

- You have 18 or more months of creditable coverage without a break of 63 days or more between any of the periods of creditable coverage or since the most recent coverage was terminated
- Your most recent creditable coverage was under a group, government, or church plan (COBRA and Cal-COBRA are considered group coverage)
- You were not terminated from your most recent creditable coverage due to nonpayment of premiums or fraud
- You are not eligible for coverage under a group health plan, Medicare, or Medicaid (Medi-Cal)
- You have no other health care coverage
- You have elected and exhausted any continuation coverage you were offered under COBRA or Cal-COBRA

For more information (including premiums and complete eligibility requirements), please refer to the Kaiser Permanente HIPAA Individual Plan evidence of coverage. To request a copy of the HIPAA Individual Plan evidence of coverage or for information about other individual plans, such as Kaiser Permanente for

Individuals and Families plans, please call our Member Service Call Center.

Miscellaneous Provisions

Administration of *Agreement*

We may adopt reasonable policies, procedures, and interpretations to promote orderly and efficient administration of your Group's *Agreement,* including this *EOC.*

Advance directives

The California Health Care Decision Law offers several ways for you to control the kind of health care you will receive if you become very ill or unconscious, including the following:

- A *Power of Attorney for Health Care* lets you name someone to make health care decisions for you when you cannot speak for yourself. It also lets you write down your own views on life support and other treatments
- *Individual health care instructions* let you express your wishes about receiving life support and other treatment. You can express these wishes to your doctor and have them documented in your medical chart, or you can put them in writing and have that included in your medical chart

To learn more about advance directives, including how to obtain forms and instructions, contact your local Member Services Department at a Plan Facility. You can also refer to *Your Guidebook* for more information about advance directives.

Agreement binding on Members

By electing coverage or accepting benefits under this *EOC,* all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all provisions of this *EOC*.

Amendment of *Agreement*

Your Group's *Agreement* with us will change periodically. If these changes affect this *EOC,* your Group is required to inform you in accord with applicable law and your Group's *Agreement.*

Applications and statements

You must complete any applications, forms, or statements that we request in our normal course of business or as specified in this *EOC.*

Assignment

You may not assign this *EOC* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without our prior written consent.

Attorneys' fees and expenses

In any dispute between a Member and Health Plan, the Medical Group, or Kaiser Foundation Hospitals, each party will bear its own attorneys' fees and other expenses.

Governing law

Except as preempted by federal law, this *EOC* will be governed in accord with California law and any provision that is required to be in this *EOC* by state or federal law shall bind Members and Health Plan whether or not set forth in this *EOC.*

Group and Members not our agents

Neither your Group nor any Member is the agent or representative of Health Plan.

Health Insurance Counseling and Advocacy Program (HICAP)

For additional information concerning benefits, contact the Health Insurance Counseling and Advocacy Program (HICAP) or your agent. HICAP provides health insurance counseling for California senior citizens. Call HICAP toll free at 1-800-434-0222 (TTY users call 711) for a referral to your local HICAP office. HICAP is a free service provided by the state of California.

Named fiduciary

Under your Group's *Agreement,* we have assumed the role of a "named fiduciary," a party responsible for determining whether you are entitled to benefits under this *EOC.* Also, as a named fiduciary, we have the discretionary authority to review and evaluate claims that arise under this *EOC.* We conduct this evaluation independently by interpreting the provisions of this *EOC.*

No waiver

Our failure to enforce any provision of this *EOC* will not constitute a waiver of that or any other provision, or impair our right thereafter to require your strict performance of any provision.

Nondiscrimination

We do not discriminate in our employment practices or in the delivery of Services on the basis of age, race, color, national origin, cultural background, religion, sex, sexual orientation, or physical or mental disability.

Notices

Our notices to you will be sent to the most recent address we have for the Subscriber. The Subscriber is responsible for notifying us of any change in address. Subscribers who move should call our Member Service Call Center as soon as possible to give us their new address. If a Member does not reside with the Subscriber, he or she should contact our Member Service Call Center to discuss alternate delivery options.

Note: When we tell your Group about changes to this *EOC* or provide your Group other information that affects you, your Group is required to notify the Subscriber within 30 days (or five days if we terminate your Group's *Agreement*) after receiving the information from us.

Other formats for Members with disabilities

You can request a copy of this *EOC* in an alternate format (Braille, audio, electronic text file, or large print) by calling our Member Service Call Center.

Overpayment recovery

We may recover any overpayment we make for Services from anyone who receives such an overpayment or from any person or organization obligated to pay for the Services.

Privacy practices

Kaiser Permanente will protect the privacy of your protected health information (PHI). We also require contracting providers to protect your PHI. PHI is health information that includes your name, Social Security number, or other information that reveals who you are. You may generally see and receive copies of your PHI, correct or update your PHI, and ask us for an accounting of certain disclosures of your PHI.

We may use or disclose your PHI for treatment, payment, and health care operations purposes, including health research and measuring the quality of care and Services. We are sometimes required by law to give PHI to government agencies or in judicial actions. In addition, Member-identifiable medical information is shared with employers only with your authorization or as otherwise permitted by law. We will not use or disclose your PHI for any other purpose without your (or your representative's) written authorization, except as described in our *Notice of Privacy Practices* (see below). Giving us authorization is at your discretion.

This is only a brief summary of some of our key privacy practices. Our *Notice of Privacy Practices* describing our policies and procedures for preserving the confidentiality of medical records and other PHI is available and will be furnished to you upon request. To request a copy, please call our Member Service Call Center. You can also find the notice at your local Plan Facility or on our Web site at kp.org.

Public policy participation

The Kaiser Foundation Health Plan, Inc., Board of Directors establishes public policy for Health Plan. A list of the Board of Directors is available on our Web site at **kp.org** or from our Member Service Call Center. If you would like to provide input about Health Plan public policy for consideration by the Board, please send written comments to the Office of Board and Corporate Governance Services, One Kaiser Plaza, 19th Floor, Oakland, CA 94612.

Telephone access (TTY)

If you are hearing or speech impaired and use a text telephone device (TTY, also known as TDD) to communicate by phone, you can use the California Relay Service by calling 711 if a dedicated TTY number is not available for the telephone number that you want to call.